

<b>CONTRACT FORM</b> 1684 R6														
See procedures in: Notes below (hover over red triangles), and <a href="#">Forms Library/Contracts</a>														
Check one:		<input checked="" type="checkbox"/> Preliminary Form:		Upload this form to DocuSign when circulating any contract for signatures.										
		<input type="checkbox"/> Corrected Form		Date of correction: <input type="text"/>		Upload corrections to DocuSign.								
<b>CONTRACT TYPE</b> (select from one dropdown box below)				Next step (depending on the Type you selected):										
<b>PURCHASE OF SERVICE</b>				Enter as a Service Contract in Infor. Circulate the Contract in DocuSign with this 1684 form.										
(Procurement Contract Types)				Enter as a Requisition in Infor. Circulate the Contract in DocuSign with this 1684 form.										
(payments tracked in another system)				Tracking system may interface with Infor. Circulate the Contract in DocuSign with this form.										
(no transaction)				No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.										
(only revenue transaction)				No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.										
<b>CONTRACT SUBTYPE</b> (select from dropdown box below)								<b>INFOR CONTRACT NO.</b> if applicable						
YOUTH								288						
<b>CONTRACT CLASSIFICATION &amp; AGENCY NAME</b> (select from dropdown box below)								<b>ADVANTAGE CONTRACT NO.</b> if applicable						
800 DEPT HEALTH AND HUMAN SVCS														
<b>CONTRACT SUBCLASSIFICATION (LOW ORG.)</b> (select from dropdown box below)								<b>DEPARTMENT'S INTERNAL CONTRACT NO.</b> if applicable						
								40 21959 400						
<b>SUPPLIER or other party to the contract</b>							<b>SUPPLIER'S or other party's ADDRESS</b>							
Office of Violence Prevention; City of Milwaukee Health Department							841 N. Broadway 3rd Floor							
<b>SUPPLIER TAX I.D.</b>	<b>SUPPLIER #</b>	<b>COMMODITY CODE</b> (or list by Line below)		<b>NEW or</b>	<b>AMEND</b>	<b>Milwaukee, WI 53202</b>								
39-6005532	4303	86 - 14 - 15 - 01			x									
<b>EFFECTIVE DATES:</b>		<b>LENGTH OF CONTRACT</b>				<b>AMENDMENT ONLY: DOLLAR CHANGE</b>			<b>TOTAL CONTRACT AMOUNT</b>					
effective date		expiration date		(IN MONTHS)				CHANGE			AMOUNT			
04/01/21		10/31/2024 12/31/2021		7 + now extending 2				\$ -			\$ 300,500.00			
<b>ACCOUNTING INFORMATION</b>														
<b>Year to be Committed or Earned</b>	<b>Line No.</b>	<b>Commodity Code</b>	<b>Agency</b>	<b>Org.</b>	<b>Account</b>	<b>Activity</b>	<b>Function</b>	<b>Reporting Category</b>	<b>Project / Job / Grant</b>	<b>Fund</b>	<b>Item Description 1</b>	<b>Item Description 2</b>	<b>Amount to be Committed or Earned</b>	
2020			800	8933	74102		8123		Credible-Messenger-Monitoring	40004			\$ 300,500.00	
2020			800	8933	74102		8123		Credible Messenger Monitoring	10001			\$ -	
<b>NAME OF CONTRACT</b>														
<b>DESCRIPTION (PURPOSE OF CONTRACT)</b>														
Credible Messenger Mentoring is a transformative group mentoring intervention for youth in the justice system that utilizes mentors who were themselves justice-involved to engage young people on their own terms in structured and intentional relationships. This contract is 100% grant funded. Amendment 1 to extend contract end to December 31, 2021.														
Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one:														
<input checked="" type="checkbox"/>		If YES, attach and list County Board File No. or Mental Health Board Agenda Item: <u>20-742</u>						Date Approved or Reviewed: <u>11/05/20</u>						
<input type="checkbox"/>		If NO, why is Board approval not required? -												
Does this contract require payment before services are rendered? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO														
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.														
Will this contract be fully signed before work is performed? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO														
Is Supplier certified as: <input type="checkbox"/> YES MBE? <input type="checkbox"/> YES WBE? <input type="checkbox"/> YES SBE? <input type="checkbox"/> YES														
Kevin Kelly		<input type="text" value="10/29/21"/>		Contract Services Coordinator										
Prepared By		Date		Title										
		<input type="text" value="11/2/2021"/>		DHHS Contract Administrator										
Signature of County Administrator		Date		Title										

**Amendment Number One  
Contract: 40-21959-400**

WHEREAS, **Office of Violence Prevention, City of Milwaukee Health Department**, ("Contractor") and **Milwaukee County Department of Health and Human Services, Division of Youth & Family Services** ("County") are parties to a Professional Service agreement dated April 1, 2021 for the provision of services by Contractor to the County; and

WHEREAS, the parties desire to amend said Agreement under the terms and conditions contained herein.

NOW, THEREFORE, the Agreement is amended as follows:

1. The contract is extended to December 31<sup>st</sup>, 2021
2. All other provisions of the Agreement shall remain in effect as stated prior to this amendment.

IN WITNESS WHEREOF, the parties to the Agreement caused this instrument to be executed by their respective proper officers.

**FOR: MILWAUKEE COUNTY**

Shakita L. LaGrant-McClain 11/2/2021  
 Shakita LaGrant McClain, Director Date  
 Milwaukee County  
 Department of Health and Human Services

**FOR: CONTRACTOR**

Kirsten Johnson 11/1/2021  
 (Signature) Date  
 Kirsten Johnson  
 (Please print name of person signing)

**DIVISION APPROVAL**

Mark Mertens 10/29/2021  
 Mark Mertens, Administrator Date  
 Milwaukee County Division of Youth & Family Services  
 Department of Health and Human Services

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

Lamont Robinson 11/1/2021  
 Director Date  
 Community Business Development Partners

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

[Signature] 11/1/2021  
 Milwaukee County Comptroller Date  
 Office of Comptroller


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

*David Farwell* 10/29/2021  
\_\_\_\_\_  
Corporation Counsel Date  
Office of Corporation Counsel

**REVIEWED AS TO INSURANCE**

*Sherrri Jordan* 11/2/2021  
\_\_\_\_\_  
Risk Manager Date  
Office of Risk Management

**REVIEWED AND APPROVED BY  
THE COUNTY EXECUTIVE**

 11/4/2021  
\_\_\_\_\_  
County Executive Date  
Office of the County Executive

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

*David Farwell* 11/5/2021  
\_\_\_\_\_  
Corporation Counsel Date  
Office of Corporation Counsel

ATTACHMENT 1 - SCHEDULE OF SERVICES TO BE PURCHASED

Milwaukee County Department of Health and Human Services -- Division of Youth & Family Services

Resolution: **20-742**  
Date: 11/5/2020

Contract Period: April 1, 2021 - December 31, 2021 (a)  
Contract No: 40-21959-400

Contractor: **Office of Violence Prevention; City of Milwaukee Health Department**  
Address: 841 N. Broadway, 3rd Floor  
Milwaukee, WI 53202  
Federal ID No.: 39-6005532  
Contact: **Reggie Moore**

Program Area	Funding Source	Total Agency Program Budget	Total Units	Cost Per Unit	Total Agency Clients	Contract (Base & Performance Pmt)	Total Contract	County Units	County Cost Per Unit	Payment Method
Credible Messenger	Youth Aids	\$300,500	720	\$417.36	720	\$300,500		720	\$417.36	2
										7
							\$300,500			
<b>TOTAL AGENCY</b>		<b>\$300,500</b>				<b>\$300,500</b>	<b>\$300,500</b>			

# For Performance Linked Payment Amount distribution refer to "Summary of Performance Outcomes and Linked Payment"  
(a) Contract extended through December 31, 2021. No new funds added.

For Amendments Only:

AMENDMENT BOARD DATE:  
AMENDMENT RES. No.:  
AMENDMENT NO.:

FOR: MILWAUKEE COUNTY

This amendment supersedes ATTACHMENT I attached to  
Amendment No:  
Dated:

Shakita LaGrant-McClain, Director  
Milwaukee County  
Department of Health and Human Services  
Date

DIVISION APPROVAL

FOR: CONTRACTOR

\_\_\_\_\_  
Administrator  
Milwaukee County Division of Youth & Family Services  
Department of Health and Human Services  
Date

\_\_\_\_\_  
(Signature)  
Date

(Please print name of person signing)

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

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

\_\_\_\_\_  
Director  
Community Business Development Partners  
Date

\_\_\_\_\_  
Milwaukee County Comptroller  
Office of Comptroller  
Date

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

REVIEWED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Corporation Counsel  
Office of Corporation Counsel  
Date

\_\_\_\_\_  
Risk Manager  
Office of Risk Management  
Date

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE

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

\_\_\_\_\_  
County Executive  
Office of the County Executive  
Date

\_\_\_\_\_  
Corporation Counsel  
Office of Corporation Counsel  
Date

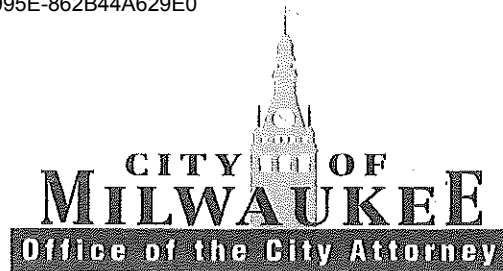
COMPLIANCE

\_\_\_\_\_  
Director of Performance, Strategy & Budget  
Department of Administrative Services  
Date

**TEARMAN SPENCER**  
City Attorney

**KIMBERLY R. WALKER**  
Special Deputy City Attorney

**ODALO J. OHIKU**  
**ROBIN A. PEDERSON**  
Deputy City Attorneys



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SUSAN E. LAPPEN  
PATRICIA A. FRICKER  
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GREGG C. HAGOPIAN  
KATHRYN Z. BLOCK  
KEVIN P. SULLIVAN  
THOMAS D. MILLER  
JEREMY R. MCKENZIE  
PETER J. BLOCK  
JENNY YUAN  
ALLISON N. FLANAGAN  
HEATHER H. HOUGH  
ANDREA J. FOWLER  
PATRICK J. MCCLAIN  
ELLENY B. CHRISTOPOULOS  
TYRONE M. ST. JUNIOR  
HANNAH R. JAHN  
JULIE P. WILSON  
GREGORY P. KRUSE  
KIMBERLY A. PRESCOTT  
SHEILA THOBANI  
JAMES M. CARROLL  
MEIGHAN M. ANGER  
ALEXANDER R. CARSON  
ALEX T. MUELLER  
ALEXANDER COSSI  
Assistant City Attorneys

To Whom This May Concern:

We are sending you this letter in response to your request for proof of the City's self-insurance program.

The City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability. Wis. Stat. §§ 893.80 and 895.46, impose upon the City the obligation to pay any judgments entered against the City, its officers or employees. Liability for damages arising out of tort actions are limited to \$50,000, Wis. Stat. § 893.80(3), except if the damage arose out of the negligent use of a motor vehicle, then the damages are limited to \$250,000. Wis. Stat. § 345.05(3). "Liability" includes damage to property as well as personal injury. The City would be liable for any property damage under the rental contract or lease. The \$50,000 limit does not apply to contract claims, such as a claim made under a rental agreement or lease. In order to meet this obligation, the City maintains a damages and claims fund and a contingent fund to pay claims and judgments. For 2021, the damages and claims fund is funded at \$1,225,000 and the contingent fund is funded at \$5,000,000. In the event the City fails to pay a judgment, the judgment amount may be collected along with next year's tax levy and paid to the judgment holder. See, Wis. Stat. § 66.0117.

Based upon the above, we believe that the City of Milwaukee has sufficient financial wherewithal to pay any claim, loss or damage that may be awarded against it.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andrea J. Fowler". The signature is written in a cursive style with a long horizontal line extending to the right.

Andrea J. Fowler  
Assistant City Attorney  
105048

<b>CONTRACT FORM</b> 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)													
<b>Mail to:</b> Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								<b>CONTRACT TYPE</b>					
								Professional Service - Operating					
								Professional Service - Capital					
								Purchase of Service X					
Preliminary		X		Final									
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG			
DHHS - Division of Youth & Family Services								800		8000			
<b>VENDOR INFORMATION</b>													
VENDOR NO.				ORDER TYPE		NEW or AMEND		CONTRACT NO.					
17135						X		40		21959		400	
NAME OF VENDOR						ADDRESS							
Office of Violence Prevention						841 N. Broadway 3rd Floor							
City of Milwaukee Health Department						Milwaukee, WI 53202							
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT					
39-6005532		begin date end date		(IN MONTHS)		CHANGE		AMOUNT					
04/01/21		10/31/21		7				\$ 300,500.00					
<b>ACCOUNTING INFORMATION</b>													
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment		
2021		0001	800	8933			8123	Credible Messenger Monitoring			\$ 300,500.00		
<b>PURPOSE OF CONTRACT</b>													
Purchase of Service Contract for Credible Messenger Mentoring for transformative group mentoring intervention for youth in the justice system that utilizes mentors who were themselves justice-involved to engage young people on their own terms in structured and intentional relationships. This contract is 100% grant funded.													
Was County Board approval received prior to contract execution or contract amendment or extension?													
<input checked="" type="checkbox"/>		If YES, give County Board File No.		20-742		Date Approved		11/05/20					
<input type="checkbox"/>		If NO, why is County Board approval not required? _____											
Was Contract <b>fully</b> executed prior to work being performed (all signatures received)?										<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Is Vendor a certified professional service DBE?										<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Kevin Kelly				03/25/21		Contract Services Coordinator							
Prepared By				Date		Title							
Dennis Busing				4/9/2021		DHHS Contract Administrator							
Signature of County Administrator				Date		Title							

**TBE Participation Recommendation****CONTACT INFORMATION**

Contract Administrator: Dennis Buesing Phone: 289-5853 Date: April 1, 2021  
 Email Address dennis.buesing@milwaukeecountywi.gov Dept: 8000 Grant \$\$:      Org No. 8933

**PROJECT INFORMATION**

Project Name: Office of Violence Prevention, City of Milwaukee; Credible Messenger Project No.: 40-21959-400

Contract Scope/Project Description (attach scope/description of work or estimating sheet): Credible Messenger Mentoring is a transformative group mentoring intervention for youth in the justice system that utilizes mentors who were themselves justice-involved to engage young people on their own terms in structured and intentional relationships. This contract is 100% grant funded.

Contracting Opportunities (List NAICS codes): \_\_\_\_\_

**TYPE OF PROJECT**

Contract Value:            \$305,000            Contract Type: Purchase of Services

**EXPLANATION**

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

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

Department/Division Administrator Name Dennis Buesing Signature *Dennis Buesing* Date 4/9/2021

**CBDP USE ONLY**

Concur with Recommendation \_\_\_\_\_, or provide the following goals: \_\_\_\_\_%

This contract is exempt from a participation goal:      Yes      No

Approved: *Lamont Robinson* Date: 4/8/2021

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



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Details Reports

**File #:** 20-742 **Version:** 1 **Name:** Credible Messenger Pilot Purchase of Service Contract  
**Type:** Action Report **Status:** Adopted  
**File created:** 10/1/2020 **In control:** [County Executive](#)  
**On agenda:** **Final action:** 11/5/2020

**Title:** Report from the Director, Department of Health and Human Services, requesting authorization to enter into 2020 purchase of service contracts with community providers for a Credible Messenger pilot within the Division of Youth and Family Services (Referred to the Committee on Health and Human Needs for INFORMATIONAL PURPOSES ONLY, per Section 59.52(31)(d), Wisconsin State Statutes; Referred to the Committee on Finance)

**Attachments:** 1. [20-742 REPORT](#), 2. [20-742 RESOLUTION](#), 3. [20-742 FISCAL NOTE](#), 4. [20-742 COUNTY BOARD RESOLUTION](#)

History (5) Text

5 records							
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
11/5/2020	1	Milwaukee County Board of Supervisors	ADOPTED	Pass	<a href="#">Action details</a>	<a href="#">Meeting details</a>	Not available
10/30/2020	1	Finance Committee	RECOMMENDED FOR ADOPTION	Pass	<a href="#">Action details</a>	<a href="#">Meeting details</a>	<a href="#">Video</a>
10/28/2020	1	Health and Human Needs Committee	DISCUSSED WITH NO ACTION TAKEN		<a href="#">Action details</a>	<a href="#">Meeting details</a>	<a href="#">Video</a>
10/18/2020	1	Board Chairwoman	REFERRED		<a href="#">Action details</a>	Meeting details	Not available
10/18/2020	1	Board Chairwoman	REFERRED		<a href="#">Action details</a>	Meeting details	Not available



1  
2  
3 Report from the Director, Department of Health and Human Services, requesting  
4 authorization to enter into 2020 purchase of service contracts with community providers  
5 for a Credible Messenger pilot within the Division of Youth and Family Services, by  
6 recommending adoption of the following:  
7

### 8 **A RESOLUTION**

9  
10 WHEREAS, since 2015, the Division of Youth and Family Services (DYFS) has  
11 collaborated with system stakeholders to decrease the number of youth who are court  
12 ordered to the Department of Corrections (DOC), Division of Juvenile Corrections  
13 (DJC), and has been developing a plan to address the crisis at Lincoln Hills and Copper  
14 Lake Schools, and transition young people from these facilities back to their  
15 communities and closer to their families and support systems; and  
16

17 WHEREAS, due to the steady decrease in the youth population at Lincoln Hills  
18 and Copper Lake, DYFS is anticipating a significant surplus for 2020; and  
19

20 WHEREAS, DYFS is requesting to reinvest a portion of this funding in  
21 community-based programming to advance the continuum of care for youth in their  
22 homes, and communities, and the provision of individualized and high-quality services;  
23 and  
24

25 WHEREAS, as part of this community-based programming, DYFS is proposing to  
26 implement a Credible Messenger pilot with five agencies for a total cost of \$1,170,500,  
27 to provide transformative mentoring intervention for those youth who are involved in the  
28 youth justice system by utilizing individuals who live in the same communities as the  
29 youth, and who themselves may have been involved in the youth and/or adult justice  
30 systems; and  
31

32 WHEREAS, there is no budgetary impact associated with this request, the cost  
33 for these contracts will be offset by a portion of the \$3.6 million surplus anticipated in  
34 DOC charges in 2020, for youth placed at Lincoln Hills and Copper Lake Schools; and  
35

36 WHEREAS, the Committee on Health and Human Needs, at its meeting of  
37 October 28, 2020, considered File No. 20-742 for informational purposes only; and  
38

39 WHEREAS, the Committee on Finance, at its meeting of October 30, 2020,  
40 recommended adoption of File No. 20-742 (vote 7-0); now, therefore,  
41

42 BE IT RESOLVED, the Director, Department of Health and Human Services  
43 (DHHS), or her designee, is hereby authorized to enter into new Purchase of Service  
44 Contracts in the amount of \$970,500 with the following organizations for the period  
45 beginning November 5, 2020, through October 31, 2021, in not-to-exceed amounts  
46 enumerated as follows:

47

<b>Provider</b>	<b>2020 Contract</b>
City of Milwaukee, 414Life	\$300,500
Youth Advocates Program	\$350,000
WestCare	\$210,000
Milwaukee Christian Center	\$110,000
<b>Subtotal</b>	<b>\$970,500</b>

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49 ; and

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BE IT FURTHER RESOLVED, the Director, DHHS, or her designee, is hereby authorized to enter into an amendment to an existing Purchase of Service Contract in a not-to-exceed amount of \$200,000, for the period beginning November 5, 2020, through October 31, 2021, as follows:

<b>Provider</b>	<b>2020 Initial Contract</b>	<b>2020 Amendment</b>	<b>2020 Adjusted Contract</b>
Running Rebels Community Organization	\$99,000	\$200,000	\$299,000
<b>Subtotal</b>	<b>\$99,000</b>	<b>\$200,000</b>	<b>\$299,000</b>

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srb  
10/30/2020  
S:\Committees\2020\Oct\FINANCE - Nov 2nd\Resolutions\20-742 DYFS - Credible Messenger POS.docx

# 2021 PURCHASE OF SERVICE CONTRACT

**Contract No.: 40-21959-400**

**Department of Health and Human Services**

**Federal I.D. No.: 39-6005532**

**Funding Source:** Refer to Attachment 1

This Contract between Milwaukee County, a Wisconsin municipal body corporation represented by the Milwaukee County Department of Health and Human Services, **Division of Youth and Family Services**, 10201 West Watertown Plank Road, Milwaukee, WI 53226 (hereinafter called County/Purchaser) and **Office of Violence Prevention, City of Milwaukee Health Department**; 841 N. Broadway, 3<sup>rd</sup> Floor Milwaukee, WI 53202 (hereinafter called Contractor/Provider/Agency) becomes effective on April 1, 2021.

Purchaser Contact Information:  
DHHS Contract Administrator:  
1220 W. Vliet St Suite 304  
Milwaukee, WI 53205  
  
**dhhsca@milwaukeecountywi.gov**

Provider Contact Information:  
**Contact Person: Reggie Moore**  
**Address:** 841 N. Broadway 3<sup>rd</sup> Floor  
Milwaukee, WI 53202  
**Email Address:**  
reggie.moore@milwaukee.gov

WITNESS THAT:

WHEREAS, Purchaser is a governmental subunit of Milwaukee County managing and providing mental health, substance abuse and/or health and social services.

WHEREAS, Purchaser also arranges for the provision and purchase of such services from Mental Health and Health and Social Services Providers for adults, children and families in Milwaukee County-operated programs or programs managed by Purchaser; and

WHEREAS, Contractor desires to provide such services for Purchaser.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties that the Contractor shall provide the services at the rates set forth in the attachment identified as "Attachment I – Schedule of Services to be Purchased" and that said services will cover the following duties and obligations.

## 1. **SCOPE OF WORK**

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Attachment 1, Schedule of Services to be Purchased including those mentioned on Statement of Work or Scope of Work attachment(s). It is understood that services may be added and/or removed throughout the duration of the contract and the notification of changes will come via an emailed letter from County. The *Milwaukee County Department of Health and Human Services Year 2020*

*Purchase of Service Guidelines - Program and Technical Requirements, the provisions of Contractor's proposal, and the Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract and Fee-for-Service Requirements, are incorporated herein by reference and made a part of this Contract as if physically attached hereto and Contractor shall comply therewith.*

**2. DATES OF PERFORMANCE**

This Contract is for the period of April 1, 2021 through October 31, 2021 and may be renewed or extended for up to three additional one-year options by written notification, by the County, via U.S. mail or email, thirty (30) days prior to expiration of the then current contract term, on terms and conditions as mutually agreed upon by all parties. Contract renewal(s) as permitted, beyond the initial term, shall be contingent upon appropriation of the necessary funds and may only be exercised by written notification by Purchaser to Contractor.

**3. CONTRACTOR/PROVIDER OBLIGATIONS**

Provider/Contractor is required to comply with Provider Obligations per **DHHS Contractor/Provider Obligations Policy No. 005** (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

**4. COMPENSATION**

Payment for services under this Contract will be made upon presentation of a written, itemized and verified statement upon such forms and in such detail as may be required by County.

Programs may be paid with a Performance Based reimbursement system having a separate requirement for submittal of specific evaluation measures to which incentives are linked (at an interval to be determined by DHHS), along with the annual evaluation requirement for all measures. In such cases Provider may not be paid for the incentive or part of the contract based on performance measures until those measures are met to the satisfaction of Purchaser.

- Basis for payments: This is a cost reimbursement contract. Contractor shall be compensated for the services performed as stated in Attachment 1,
- Schedule of Services and Attachment 2 Payment Method and/or Attachment A if applicable (Scope of Work), and
- Attachment 2, Payment Method, attached hereto and made a part of this Contract. Final settlement of the Contract will be based on the County review of annual independent audit. (See Section 8. "Audit Requirements"). If County has waived the audit requirement under Wisconsin Statute s.46.036 for this Contract, Contractor shall submit an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.

Milwaukee County may not compensate Contractor for service(s) provided by a Direct Service Provider/caregiver prior to having obtained a caregiver background check and Purchaser's approval for said provider as provided for in this Contract.

Milwaukee County will not compensate any Contractor for services rendered by a provider whose credentials are not in conformity with the requirements of both the State of Wisconsin and Milwaukee County, as administered by the Department of Health and Human Services and its respective divisions, and to which Contractor shall so conform throughout the term of this Agreement.

Contractor recognizes that the total service needs of the community may not be met and shall furnish the services within the specific levels stated in the Attachment 1. County is unable to guarantee the volume of requests funded by this Contract. If Contractor requires pre-authorization of service(s), under no circumstances shall Contractor provide, nor shall Purchaser compensate, for services provided to Service Recipients for which Provider has not received prior-authorized by Purchaser. Prior Authorization shall follow Purchaser Policies and Procedures, and shall consist, minimally, of electronic or written documentation indicating the name of the Service Recipient, the quantity and type of services being authorized, and the period for which the authorization is valid. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

Pursuant to Wis. Stat. §§ .46.036(5m) and .49.34(5m), as affected by 1993 Wisconsin Act 380 and 2017 Wisconsin Act 59, and subject to the limitations and conditions set forth therein, Contractor may retain a surplus on programs funded by the state Department of Health Services (DHS), Department of Work Force Development (DWD), Department of Children & Families (DCF), and Department of Corrections (DOC) when revenue exceeds allowable expenses. Under 1993 Act 380, Contractor may retain a surplus which may be created if the amount paid by County for rate-based services under this contract exceeds the allowable costs attributable to those services as determined by the Wisconsin Department of Health Services (DHS) *Allowable Cost Policy Manual*, Wisconsin Department of Children and Families *Allowable Cost Policy manual* and 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 Department of Health Services.

The statutes allow a surplus when the agency is a non-profit, non-stock corporation organized under Wis. Stat. Ch. 181 and the agency provides client services on the basis of a unit rate per unit of client service (Units-times-price agreements). Provider can retain from surplus up to 5% of the revenue received under the contract unless a uniform rate is established by rule under Wis. Stat. §46.036(5m)(b)(4), in which case the contract shall allow the provider to retain the uniform percentage rate established by the rule.

Wisconsin Stat. §46.036(3c) indicates that Contracts for proprietary (for-profit) agencies may include a percentage add-on for profit according to the rules promulgated by the Wisconsin Department of Health Services (DHS). The profit and reserve are limited by expenditures on allowable costs that the Contractor incurs in performing the services purchased under this Contract. Purchaser may set the maximum allowable profit at a level less than the percentage add-on for profit according to the rules promulgated by the Wisconsin Department of Health Services (DHS).

The maximum allowable profit for profit Contractors under contract is 5%. Contractor is not allowed to retain both a Surplus and a profit on the same contract/agreement for the same period.

Allowable costs, profit, and reserve are defined in the Wisconsin Department of Health Services *Allowable Cost Policy Manual* and available online at:

<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>

and *Wisconsin Department of Children and Families Allowable Cost Policy* is available online at:

[https://www.dcf.wisconsin.gov/contractsgrants/pdf/allowable\\_cost\\_manual.pdf](https://www.dcf.wisconsin.gov/contractsgrants/pdf/allowable_cost_manual.pdf)

All Milwaukee County Department of Health and Human Services Purchase of Service contracts, regardless of payment method, are ultimately cost reimbursement contracts, as defined by Wis. Stat. §46.036. Reimbursable costs, also referred to as allowable costs, are defined by federal regulation, Wisconsin statute and regulation, and contract terms between the Contractor and Purchaser.

For each kind of Contractor (i.e., non-profit, for profit), there is a set of federal principles for determining allowable costs. Allow ability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. Thus, allowability of costs incurred by non-profit organizations is determined in accordance with the provisions of Uniform Grant Guidance under part 200. The allow ability for costs incurred by hospitals is determined in accordance with the provisions of Appendix E of 45 CFR part 74, *Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals*. The allow ability of costs incurred by commercial organizations and those non-profit organizations listed in Uniform Grant Guidance under part 200 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - *Contract Cost Principles and Procedures*.

Allowable Costs are also governed by Wisconsin statute and regulation. Those rules are found in the Wisconsin Department of Health Services (DHS) *Allowable Cost Policy Manual*, *Wisconsin Department of Children and Families Allowable Cost Policy*, the Wisconsin DHS *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Services Audit Guide (DHSAG)*, *Latest Revision* issued by the Wisconsin Department of Health Services, and Wis. Stat. §46.036.

In addition, Milwaukee County Purchase of Service contracts limit allow ability of costs. The *Milwaukee County Department of Health and Human Services Year 2020 Purchase of Service Guidelines - Program and Technical Requirements*, and Contractor's Year 2020 application with all required submission including final approved budget are incorporated herein by reference and made a part of this Contract as if physically attached hereto and Contractor shall comply therewith. **Those costs that are allowable under the federal and Wisconsin rules and regulations, but which exceed the individual budget line amounts of the approved program budget by the greater of 10% of the budget line item or 3% of the total budgeted costs are unallowable under this contract. Costs falling within a budget line item for which there are no dollars budgeted are unallowable in their entirety.** In order to be compensated for costs which exceed the individual budget line amounts of the approved program budget by the greater of 10% of the budget line item or 3% of the total budgeted costs, Contractor must submit to County a proposed amended budget along with detailed justification for the proposed budget prior to the end of the contract year to which the budget relates. Contractor will not be compensated for costs in excess of the above limitations until the

proposed amended budget has been received, reviewed, and accepted by the County in its entirety. County reserves the right to disallow budget changes proposed by Contractor in part or in its entirety.

Limitations to allowable costs apply to the monthly expense submissions for those contracted services compensated on either the “cost reimbursement” or the “lower of cost incurred or units provided times unit rate” basis. Limitations on allowable costs also apply to the final accounting for program costs in the annual audit provided by the Contractor.

### **Payor of Last Resort**

Purchaser is intended to be the "**payor of last resort**" (Milwaukee County DHHS Payor of Last Resort Policy is incorporated herein by reference) after all other public and private funds restricted to the services being purchased, including medical insurance and restricted contributions, have been exhausted. Under no circumstances shall the Provider bill, charge, seek remuneration or compensation from or have recourse against the Participant, or any person acting on his/her behalf, for services provided under this Agreement. Except where prohibited by funding restrictions or exclusions, Provider agrees to seek reimbursement from third party payment source, if available. Any surplus and/or restricted program revenues (temporarily restricted net assets) are to be returned to the County as unspent funds.

No funds within this Agreement may be used to supplant Health Insurance, or services funded by, or eligible to be funded by Medicaid Title XIX, any Medicaid Waiver program, a Health Maintenance Organization, including Medicaid HMOs, Wisconsin Family Care or any other Care Management Organizations (CMO), IRIS, as applicable, or other special managed care programs.

**Availability of Funds.** Should Purchaser’s reimbursement from state, federal, or local sources not be obtained or continued at a level sufficient to allow for payment for the services covered by this Agreement, the obligations of each party may be terminated. Any changes that impact on availability of funding shall be sufficient cause for Purchaser to immediately reduce the amount of payment or unit rate paid to the Provider with or without advance notice. All amounts collected from third parties shall be supported by Provider’s records and shall be reported to the Purchaser per Policy and Procedure including billing and service documentation

Payment of the Provider’s invoice does not absolve Provider from a final accounting and settlement upon submission and review of Provider’s annual audit, or from audit recoveries arising from an on-site audit of Provider’s Service Documentation in support of the services billed in accordance with this Contract.

If Provider's residential rate calculation was arrived at using a vacancy factor, Purchaser has the right not to pay Provider for the first 14 days per year of a resident's/client's hospitalization or incarceration. Provider agrees to notify Purchaser within 2 business days of a resident's hospitalization or incarceration

## **5. PROVISIONS FOR PURCHASED OR LOANED PROPERTY**

Any furniture, fixtures or equipment (hereinafter called “property”) purchased by Contractor or County, with program funds under this Contract, remains the sole property of County, and

in its discretion, County may require such property to be returned to County upon termination of the Contract or any certified service related to the use of the property. Refer to policy

DHHS No. 007 which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

## 6. **BILLING**

Contractors shall have E-Mail access and the ability to submit electronic, Internet-based on-line invoices to Milwaukee County DHHS Accounting or designee. All billing and invoice formats and procedures shall be determined by Milwaukee County.

Contractor shall provide County with billings for services provided in accordance with Attachment 2, Payment Method and shall be paid in accordance therewith. Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchased services unless a different date is agreed upon between Purchaser and Contractor. Payment by County of Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed. Billing reports received thirty (30) days after the termination of this Contract will not be considered for payment by County.

Contractor is responsible for the accuracy of billings for Covered Services and agrees to comply with all Purchaser Policies and Procedures related to billing for Covered Services.

Payment of the Contractor's invoice does not absolve Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's Service Documentation in support of Covered Services billed.

Contractor is under obligation to inform Purchaser if per Contractor's own estimate the contract will be underspent by 25% or more.

County reserves the right to withhold, or recover payment, in whole or in part, adjust Provider's invoice, or otherwise pursue repayment when Provider fails to deliver the Covered Services in accordance with the terms of this Agreement, or any other relevant Purchaser Policies and Procedures.

If a Participant has health insurance that includes coverage for a service that is both reimbursable under said insurance and that service is also covered under the Purchaser Program, Provider must bill the third-party insurance for Covered Services.

**If Provider is paid based on time or units of service, billing/invoice must be based on/or reflect actual date of service provision and actual time spent providing Covered Service(s).**



## **7. RECORD KEEPING AND ACCESS TO RECORDS**

The Contractor shall maintain in secure and locked cabinets, individualized client files that include all appropriate assessments, service and treatment plans, case contact notes, and all other documents as determined by County.

In accordance with 42 CFR § 431.107 of the federal Medicaid regulations, the Contractor agrees to keep any records necessary to document the extent of services provided to recipients for a period of 7 years.

Upon request, Contractor further agrees to furnish to Milwaukee County DHHS, the Wisconsin DHS, the federal Department of Health and Human Services, or the state Medicaid Fraud Control Unit, any information regarding services provided and payments claimed by the Contractor for furnishing services under any Milwaukee County DHHS program, Wisconsin Medicaid, or Wisconsin Medicaid Waiver program. For state policy related to record retention see Wis. Admin. Code Ch. DHS 106.02.

This provision shall survive the termination of this Agreement regardless of the reason.

Contractor agrees to provide Covered Services on a one-on-one, face-to-face basis unless otherwise specified by Purchaser Policy or Procedure for program or service.

Contractor agrees to maintain Service Documentation as required by this Contract and Policies and Procedures including a service specific consent as required by applicable DHS Administrative Code for services, signed and dated by the Service Recipient and parent/guardian, if applicable.

Contractor agrees to maintain and retain Service Documentation as required by all applicable Policies and Procedures. See definition of Case Notes for required elements. County reserves the right not to pay for units of Covered Services reported by Contractor that are not supported by Service Documentation required under this Contract.

Any correction, creation of, or addition to Service Documentation after billing must receive prior approval. Service Documentation otherwise created or obtained subsequent to billing or in response to site review findings will not be accepted as support for payment (including affidavits).

Contractor agrees to ensure that Direct Service Providers complete and retain Case Notes prior to billing for Covered Services. Case Notes to be completed within timeframe as specified in Purchaser's Policy and Procedure for programs or services.

It is further understood that in the case of a minor, case records shall be retained until the participant becomes 19 years of age or until seven (7) years after treatment or other services have been completed, whichever is later.

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, intervention, and effectiveness of services rendered under the Contract. County reserves the right to deny payment of, or require

repayment for units of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that Contractor may have provided the services.

Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of County, the Milwaukee County Audit Services Division, and County's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the specifications of this Contract and any current relevant policies and procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services. This provision shall survive the termination of this Agreement regardless of the reason.

It is agreed that County representatives, the Milwaukee County Audit Services Division and representatives of appropriate federal, state or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, medical records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's program objectives, client case files, costs, rates and charges for the care and service or as may be necessary to evaluate or confirm Contractor's delivery of the care and service. This provision shall survive the termination of this Agreement regardless of the reason.

Such reviews may be conducted for a period of at least seven (7) years following the latter of Agreement termination, or receipt of audit report, if required. It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least seven (7) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the seven-year period if an audit or review is in progress or exceptions have not been resolved. This provision shall survive the termination of this Agreement regardless of the reason.

County has authority to adjust pending billings and payments due to the Contractor against any overpayment or any recovery resulting from site review, CPA reviews or other reviews by Milwaukee County representatives and/or representatives of any other local, state, or federal governmental unit. This provision shall survive the termination of this Agreement regardless of the reason.

The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor to the DHHS or the Wisconsin Medicaid program as a result of an investigation or audit conducted by the DHHS or its agents, the Milwaukee County Audit Services Division the Wisconsin DHS, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Agreement regardless of the reason.

County reserves the right to submit findings resulting from quality or fiscal reviews to appropriate federal, state or local agencies and licensing/credentialing entities. This provision shall survive the termination of this Agreement regardless of the reason.

**8. PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE**

Contractor shall either utilize computer applications that comply with State, County, and other authorized third-party systems (as applicable) in maintaining program data related to the Contract or bear full responsibility for the cost of converting program data into formats useable by State, County, and other authorized third-party systems. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance as may be applicable including, but not limited to, Milwaukee County Administrative Directive on Remote Network Access for Vendors and Administrative Directive on Acceptable use for Vendors policies, which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

**9. INSPECTION OF PREMISES AND COUNTY SITE AUDITS**

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

Contractor and County mutually agree that County or County's representatives including the Milwaukee County Department of Health and Human Services and the Milwaukee County Audit Services Division as well as state and federal officials, reserve the right to review board-approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of up to seven (7) years following the latter of Contract termination, or receipt of audit report, if required.

Contractor shall, within the requested time period, furnish to Purchaser, at no cost to Purchaser, any and all information requested by Purchaser relating to the quality, quantity, and cost of services covered by this Agreement and shall allow authorized representatives of Purchaser, the Milwaukee County Audit Services Division, and Purchaser's funding sources to have access to all records necessary to confirm Provider's compliance with law and the specifications of this Agreement and any current relevant policies and procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the Division of Audit Services and Department of Contract Administration (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to seven (7) 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 shall be bound by the same terms and conditions 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 conditions of this Contract. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

These provisions shall survive the termination of this Agreement regardless of the reason.

## **10. AUDIT REQUIREMENTS**

Contractor shall submit to Milwaukee County, on or before **June 30, 2021** or such later date that is mutually acceptable to Contractor and Milwaukee County, **one (1) original copy** mailed to address provided below and one soft copy emailed to [dhhsca@milwaukeecountywi.gov](mailto:dhhsca@milwaukeecountywi.gov) (\*see instructions below for subject line) of an Agency-wide Audit for Calendar Year 2020 if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$100,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wis. Stat. § 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

**Contractors reporting on a fiscal year other than a calendar year** shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section 8, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2020 through December 31, 2020, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by June 30, 2021. This provision shall survive the termination of this Agreement regardless of the reason.

**Non-profit Contractors who received aggregate federal financial assistance of \$750,000 or more, either directly or indirectly**, shall submit to Milwaukee County, on or before **June 30, 2021** or such later date that is mutually acceptable to Contractor and County, **one (1) original copy and one (1) soft copy emailed to [dhhsca@milwaukeecountywi.gov](mailto:dhhsca@milwaukeecountywi.gov)** (\*see instructions below – subject line) of a certified audit report for Calendar Year 2020 performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at [http://www.whitehouse.gov/omb/grants\\_docs](http://www.whitehouse.gov/omb/grants_docs)) or per 48 CFR part 31, if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. This provision shall survive the termination of this Agreement regardless of the reason.

**\*Subject Line for soft copy Audit Report – “Agency Name 2020 Audit Report”**

All audits submitted by Contractor/Provider per above requirements shall also be conducted in conformance with the following standards per **DHHS Policy No. 006 Audit Requirements** which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.

Contractors who subcontract with other providers for the provision of care and service are required by federal and state regulations to monitor their sub-contractors.

County may also withhold or recover a sum of \$1,500.00 from payments due to the Contractor from County as liquidated damages for not complying with Audit Requirements and for other actions County can take for failure to comply with Audit Requirements refer to **DHHS Policy No. 006 Audit Requirements**, which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.

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 (for more details refer to **DHHS Policy No. 006 Audit Requirements**, which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

DHHS Contract Administration  
1220 W Vliet Street, Suite 304  
Milwaukee, WI 53205

**Fiscal review and any related recovery from Audit reports can be completed within 4 years from the date audit report submitted or the due date of Audit report, whichever is later.**

**11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS COMPLIANCE, AND EQUAL EMPLOYMENT OPPORTUNITY**

No eligible client, service recipient or patient shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, 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, handicap, physical condition, developmental disability, arrest or conviction record, military/veteran status or military participation.

Contractor agrees that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at: <http://www.dhs.wisconsin.gov/civilrights/Index.HTM>

Consistent with the requirements of the U.S. Department of Health and Human Services, the State of Wisconsin Department of Workforce Development (DWD) and the Department of Health Services (DHS), Contractor with 50 Employees AND any combination of funding in

the amount of \$50,000 or more from County and/or the State are required to complete a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plan prior to execution of this agreement.

Contractor with fewer than 50 employees or Contractors receiving less than \$50,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, WI 53203.

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

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

## **12. PERFORMANCE BOND**

The Contractor will be required to provide to County a Performance Bond equal to **\$0** with surety satisfactory to County, within forty-five (45) working days after notice is received from the DHHS that the Contract has been awarded to the Contractor. The cost of providing the bond shall be included in the per-unit cost or net expenses and no additional compensation will be allowed therefore. All other specifications pertaining to insurance requirements will pertain to this bond requirement. The County may, at its sole discretion, waive or reduce this requirement.

## **13. INDEMNITY**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents or Subcontractor(s) or Independent Service Providers, which may arise out of or are connected with the activities covered by this Agreement.

## **14. INSURANCE**

Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** 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.

**Professional Liability \***

- (5.) Medical Mal Practice insurance for  
 Certified/Licensed Mental Health \$1,000,000 Per Occurrence  
 and AODA Clinics and Providers and \$3,000,000 Annual Aggregate or  
 Hospital, Licensed Physician or any other Statutory limits whichever is higher  
 qualified healthcare provider under  
 Chapter 655 WI. Stat. Health Care Liability  
 and Injured Patients and Family Compensation  
 (indicate if Claims Made or Occurrence)
- (6.) Any other non-qualified Health Care Provider \$1,000,000 Per Occurrence/Claim  
 under Chapter 655 WI. Stat. Health Care \$3,000,000 Annual Aggregate  
 Liability and Injured Patients and Family  
 Compensation (indicate if Claims Made or Occurrence)
- Other Professionals \$1,000,000 Per Occurrence  
 \$1,000,000 Annual aggregate or  
 Statutory limits whichever is higher

\*If Contractor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.*

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor.

**(7.) Excess/Umbrella Liability Insurance:**

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

Additional Requirements:

- (8.) 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.
- (9.) The insurance specified in (1.), (2.) (5.) and (7.) above shall: (a) name Milwaukee County, 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.
- (10.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milwaukee County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- (11.) 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.
- (12.) Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverage (with the Milwaukee County Department of Health and Human Services named as the "Certificate Holder") shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Contractor's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER

Milwaukee County Department of Health and Human Services  
Contract Administrator  
1220 W. Vliet Street, Suite 304  
Milwaukee, WI 53205

- (13.) Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the



Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

**Mail to:**

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

The insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager. Failure on part of the Contractor to produce or maintain the required insurance during the term of contract including any extension(s), shall constitute a material breach of the contract upon which County may immediately terminate this agreement.

**15. WITHHOLDING OF PAYMENTS**

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment 2, Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Health and Human Services' administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

**16. CONTRACT TERMINATION**

- A. This contract may be terminated upon Thirty (30) days written notice by County for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the clients and patients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing.
- B. The financial arrangements in this Contract are based on conditions existing as of January 1, 2020, including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Contract. If such conditions change due to causes beyond Contractor's control, including, but not limited to, a change in the scope of Contractor's services, a decrease in referrals or census or the availability of labor; efforts to organize labor; increases in costs, Federal State and local taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Contractor's control (each, a "Material Adverse Change"), then Contractor shall notify County in writing that a Material Adverse Change has occurred. Within the 60-day period

immediately after County receives such notice of Material Adverse Change, the Contractor and County shall, in good faith, renegotiate the terms of this Contract, in order to address the altered circumstances brought about by such Material Adverse Change. In the event Contractor and County are unable to renegotiate the terms of the Contract to their mutual satisfaction, Contractor may give notice of termination of this Contract but shall not be relieved of its obligations under this Contract until the 180th day after County first received such notice of Material Adverse Change.

- C. Termination, or notice of termination, shall not release the Provider of its obligation to complete treatment of Participants receiving care or treatment until transfer/transition of the Participant/Service Recipient can be accomplished with minimal disruption to the continuity of service, or 180 days from the date of termination notice, whichever is earlier. In order to continue treatment or transfer/transition of Service Recipients, Provider will enter into a contract amendment with Purchaser extending the contract expiration date until such time as an orderly transition is accomplished. Payment by Purchaser for services as provided in the Agreement shall be contingent upon the parties to this agreement entering into a contract, or contract extension, if necessary, in order to pay Provider. Purchaser shall not pay Provider without an executed contract between the parties during the period of service. Provider shall assist in orderly transfer/transition of Participants/Service Recipients to new provider(s) as directed by Purchaser and provide to new Provider, or Purchaser, all required service documentation, case notes, treatment records, medical files and personal records, which are required by the new Provider, or Purchaser, to provide proper services to the Participants/Service Recipients at current Provider's cost. Failure to comply with this requirement is a breach of contract, and may result in liquidated damages/claims against the Provider of up to \$2,000 per client, based on the severity of the breach, for each day beyond the Purchaser's deadline for receipt of Service Recipient records, and may bar the Provider from other contracting opportunities with Milwaukee County, or may be a cause for termination of other contracts with Milwaukee County. This provision shall survive the termination of this Agreement regardless of the reason.
- D. Failure to maintain in good standing required licenses, permits and/or certifications, may, at the option of the County, result in immediate termination of this contract. Failure to comply with any part of this Contract may be considered cause for early termination by the Purchaser.
- E. It is understood that the ability of Milwaukee County to contract for these services is dependent on appropriation of the necessary funds and receipt as provided for in the adopted budget. County, therefore, reserves the unilateral right to terminate participation in such service upon ten (10) days written notice when it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated.
- F. If circumstances exist which threaten imminent harm or safety and wellbeing of Participants/Service Recipients or which results in Provider being legally unable to deliver covered services, this may justify or require immediate termination.
- G. Failure on the part of Contractor to comply with this Contract may be cause for early termination of the Contract without the right to cure the breach of Contract.

- H. Failure on the part of Contractor to provide deliverables (reports, supporting documents etc.) or frequency thereof, as required under this contract and/or required by the County will result in immediate cessation of work under this Contract. In such instance, the work under this contract cannot be resumed unless such deliverables are provided to County's satisfaction and a written notice to resume work is received by the Contractor. Such breach may also result in early termination of the Contract without the right to cure the breach of the agreement.
- I. In the event of termination, the County will only be liable for State, Federal or other reimbursable 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.
- J. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as required in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.
- K. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.
- L. County reserves the right to withdraw any qualified recipient from the program, service, institution or facility of the Contractor at any time, when in the judgment of County, it is in the best interest of County or the qualified recipient so to do.
- M. In the event of termination, the Contractor will be notified in writing in accordance with the Section of this Contract regarding "Notices".
- N. Should County reimbursement from state, federal or other sources not be obtained or continued at a level sufficient to allow for payment for the quantity of services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state, federal or other sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.
- O. When agreement is terminated, the Contractor shall not incur new obligations for the terminated agreement after the effective date, and shall be responsible for all outstanding obligations after the effective date of the termination. The Purchaser shall not allow credit to the Contractor for the Purchaser's share of any obligations incurred by the Contractor after termination except for the services provided under clause "C" above. This provision shall survive the termination of this Agreement regardless of the reason.
- P. The Contractor shall, within 60 days, refund any unearned County funds advanced to the Contractor. This provision shall survive the termination of this Agreement regardless of the reason.

- Q. The Contractor shall submit, within 30 days of the date of termination final invoice/billings and shall submit within 120 days all other financial, performance, and other reports required by the terms of the agreement. The Purchaser may extend the due date for any report upon receiving a justified request from the Contractor and may waive any report which is not needed. This provision shall survive the termination of this Agreement regardless of the reason.
- R. If a Contract is terminated without audit, the Purchaser retains the right up to five years to disallow and recover an appropriate amount, after fully considering any recommended disallowances resulting from an audit which may be conducted later. This provision shall survive the termination of this Agreement regardless of the reason.
- S. The termination of this Contract does not affect the Contractor's responsibilities with respect to return of/disposal of property purchased with Purchaser's funding or with respect to any program income or other recovery for which the Contractor is still accountable as provided by law. This provision shall survive the termination of this Agreement regardless of the reason.
- T. Amounts payable to the Purchaser under any of the provisions of this agreement shall constitute a debt or debts owed by the Contractor to the Purchaser and shall be recovered from the Contractor or its successor or assignees by setoff or other action as provided by law. This provision shall survive the termination of this Contract regardless of the reason.

## **17. CONTRACT RENEGOTIATION**

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

## **18. INDEPENDENT CAPACITY AND RELATIONSHIP**

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Parties hereto agree that the Contractor, its officers, agents and employees, in the performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee or agent of the Contractor or County. Further Contractor agrees to take such steps as may be necessary to ensure that each Independent Service Provider and/or subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, officer, employee, servant, joint venture, or partner of the Contractor or County.

## **19. CONTRACT ADJUSTMENTS**

As set forth in Section 46.09(1), Milwaukee County Code of General Ordinances, no contract or contract adjustment, except for services defined in subsection (3), shall take effect until approved by resolution of Milwaukee County board of supervisors or approved by MHB as required.

## **20. ASSIGNMENT AND SUBCONTRACT LIMITATION**

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

Contractor may not subcontract this agreement in part or in whole, including agreements with Independent Service Providers, without prior written consent of County. Any such subcontract or Independent Service Provider agreement must be in writing and must use: for Independent Service Provider - the standard Independent Service Provider Agreement developed by County; for Subcontractors – Pre-approved Subcontract Agreement containing all the provisions of this Contract with prior approval of the County, before provision of any service under this Contract.

Billing may be disallowed for any services covered in this Agreement provided by unauthorized Independent Service Providers or subcontractors. Provider is responsible for supervision and fulfillment of the terms and conditions of this Agreement when entering into agreements with approved ISP or approved subcontractors.

## **21. RESOLUTION OF DISPUTES**

The Contractor may file a formal grievance or otherwise appeal decisions of Purchaser in accordance with Purchaser Policies and Procedures, Milwaukee County Ordinances or for contracts with BHD, Article 1, Procurement Procedure Administrative Manual Milwaukee County Behavioral Health Division, Legal & Contractual Remedies.

## **22. PROHIBITED PRACTICES**

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

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances which states in part, *"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee. "*

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

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

Contractor is prohibited from offering other providers, or any other person(s), monetary compensation or any other type of reciprocal compensation for making referrals to Contractor for services under this Contract.

The use or disclosure by any party of any information concerning eligible clients or patients who receive services from Contractor, for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or patient or the guardian of the client or patient.

### **23. CONFLICT OF INTEREST AND REQUIRED DISCLOSURES**

When signing this contract, the Provider certifies that no relationship exists between Provider and the Purchaser that interferes with fair competition or is a conflict of interest, and no relationship exists between the Provider and another person or organization that constitute a conflict of interest with respect to this agreement. If there is a conflict of interest, the Provider must notify the Purchaser's Contract Manager. Based on such notice Purchaser's Contract manager may waive such provision in writing, if the activities of the Provider will not be adverse to the interest of the Purchaser or County.

The Contractor agrees to comply with the disclosure requirements of 42 CFR Part 455, Subpart B, as now in effect or as may be amended. To meet those requirements, and address real or potential conflict of interest that may influence service provision, the Contractor shall furnish, upon request, to the Milwaukee County DHHS and upon request, to the Wisconsin DHS and any other department of the state of Wisconsin in writing:

- (a) The names and addresses of all vendors of drugs, medical supplies or transportation, or other providers in which it has a controlling interest or ownership;
- (b) The names and addresses of all persons who own or have a controlling interest in the Contractor;
- (c) Whether any of the persons named in compliance with (a) and (b) above are related to any owner or to a person with a controlling interest as spouse, parent, child or sibling;
- (d) The names and addresses of any subcontractors who have had business transactions with the Contractor;
- (e) The identity of any person, named in compliance with (a) and (b) above, who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or Title XIX services programs since the inception of those programs.

Contractor shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporations or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government, or their agents for income tax withholding, FICA, Worker's Compensation, garnishments or other employee related liabilities, sales tax, income tax of Contractor, or other monies owed in excess of \$10,000 in the aggregate. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to any Governmental entity(ies) in excess of \$10,000 in the aggregate, related to the operation of this Contract, for which County has or will reimburse Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the creditor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by Contractor to resolve the dispute.

**24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any Federal health care program, or in Federal procurement or non-procurement programs; or
- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E. Have not within a three-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 or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- F. Are not presently indicted or being investigated for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (E); and
- G. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**25. CORRECTIVE ACTION, CONDITIONAL STATUS, SUSPENSION, AND DEBARMENT**

Contractor understands and agrees that Purchaser can request or impose a condition of **Corrective Action** based on a review of Service Documentation, Complaint/Grievance, violation of Policy and Procedure, performance measurement outcomes and/or any other fiscal, quality, or client safety related matter. Purchaser's authority for determination is final unless subject to appeal procedures defined by Chapter 110 of Milwaukee County Code of General Ordinances, or Article 1, Procurement Procedure Administrative Manual Milwaukee County Behavioral Health Division, Legal & Contractual Remedies, as applicable, or other applicable Federal or State laws, Purchaser has final authority for determination of substantiation of findings which may lead to a condition of Corrective Action. Contractor shall be required to implement and comply with provisions of Corrective Action as a condition of this Agreement.

Contractor understands and agrees that Purchaser has final authority for the approval, denial, modification of, and determination of adherence to, a Corrective Action Plan. A Corrective Action may or may not be associated with Conditional Status or Suspension as defined below.

Conditional Status, Suspension, and Debarment applies to agency Contractors, as well as individual Direct Service Providers, and Indirect Staff (For more details refer DHHS Policy No. 009: CORRECTIVE ACTION, CONDITIONAL STATUS, SUSPENSION, AND DEBARMENT)

**26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND OTHER INFORMATION SAFEGUARDS**

General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH") and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.

Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability



and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

Contractors shall be subject to compliance with the HIPAA regulations as “covered entities.” To the extent that the HIPAA regulations apply to Contractor, Contractor agrees to comply with the HIPAA regulations and shall have required documents available for inspection upon request. Covered entities that fail to comply with the applicable standards may be subject to a written complaint filed with the Secretary of Health and Human Services. This provision shall survive the termination of this Agreement regardless of the reason.

Generally, Contractor or vendors are not business associates of payers. However, if and only if Contractor is also providing administrative services for DHHS or BHD or have access to data of clients other than their own, they will also be covered by the attached Business Associates Agreement. Therefore, unless specifically identified by Purchaser via a separate business associate agreement, Contractors are not considered business associates of Purchaser.

Provider/Contractor will also be complying with confidentiality and information sharing requirements of 42 CFR Part 2 as amended and Family Educational Rights and Privacy Act of 1974, as amended (FERPA), as applicable.

## **27. COMPLIANCE WITH CAREGIVER BACKGROUND CHECKS**

Purchaser and Provider agree that the protection of Participants/Service Recipients served under this Agreement is paramount to the intent of this Agreement. Provider certifies that it will comply with the provisions of chapters 48 and 50 Wis. Stats. and DHS 12 and/or DCF 12, Wis. Admin. Code (online at <http://docs.legis.wisconsin.gov>), as applicable, and the terms of the **Milwaukee County DHHS Caregiver Background Check Policy and Procedure, No. 001** (<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>), prior to and when sending staff add requests to Purchaser for approval of staff and during entire duration of caregiver providing services to Purchaser’s clients. Provider is liable for compliance with Wisconsin Caregiver Law, chapters 48 and 50 Wis. Stats. and DHS 12 and/or DCF 12, Wis. Admin. Code including review of caregiver’s background check prior to submitting any provider add requests to Purchaser.

Prior to the provision of Covered Services, and dated no more than 90 days prior to requesting to add a particular staff as a DSP or Indirect Staff, Provider shall conduct background checks at its own expense on all DSPs, Indirect Staff, contract staff, Independent Service Provider or volunteers who have regular, direct contact with Service Recipients or the personal property of the Service Recipients. Background checks obtained from other entities are not transferable. Provider shall **submit and retain** in its personnel files copies of: 1) a Background Information Disclosure (BID) Form DHS F-82064(current versions); 2) a Wisconsin Criminal History Records Request (Form DJ-LE-250) from the Department of Justice Crime Information Bureau (CIB) indicating a “no record found” response or a criminal record transcript, 3) a Department of Health Services (DHS) letter that reports the status of a person’s administrative findings or license restrictions; and 4) a search of out-of-state records, tribal court proceedings and military records if indicated based on DHS 12.

This includes obtaining a background check from any other state in which the individual has resided during the previous three (3) years, either by obtaining the record from the other state,

National Check (Nation-wide Proprietary Search Service), or by obtaining an FBI fingerprint check.

**28. CONFIDENTIALITY**

Contractor shall not use or disclose any information concerning eligible Participants who receive Covered Services from the Contractor for any purpose not connected with the administration of the Contractor's responsibilities under this Agreement, or those of County, except with the informed written consent of the Participant and/or the Participant's legal guardian as described in Chapter DHS 92-Confidentiality of Treatment Records and other such confidentiality provisions of the State of Wisconsin Administrative Code and any applicable County's Policy(s). Contractors who are providing services to Alcohol and Drug Abuse participants will comply with the Code of Federal Regulations Title 42, Chapter One, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

**29. CLIENT RIGHTS**

Contractor must honor the right of every Participant/Service Recipient as stated in the Mental Health Act Wisconsin Statute, Chapter 51 State Alcohol, Drug Abuse, Developmental Disabilities and Mental Health Act, 51.30 Records and 51.61 Patient Rights; The Wisconsin Administrative Code – Chapter DHS 94 – Patient Rights and Resolution of Patient Grievances, and any other applicable federal, state, local laws, or County Policies and Procedures.

*At a minimum, client rights shall include a policy of non-retaliation and the option of filing complaints anonymously.*

**30. PERFORMANCE MEASUREMENT**

Purchaser may consider Contractor performance history in consideration of Service Recipient referrals and in termination or non-renewal decisions about this Contract. Contractor Performance Measures may be developed which reflect Service Recipient satisfaction, consumer feedback, compliance with Contract and/or Policies and Procedures, and Service Recipient outcomes, conformance with evidence-based practices or required service protocols, or other performance domains. Purchaser reserves the right of non-renewal or early termination of contract for low referral/utilization or service activity or reallocation of funding to other services.

Purchaser reserves the right to publish and distribute results of the Performance Measures or other Quality or Compliance review results and will encourage the consideration of Performance history in the selection of Contractor.

Purchaser reserves the right to establish and test for knowledge and competency standards related to Covered Services and/or Agreement requirements for Providers, Direct Service Providers, and Indirect Staff.

If substantial deficiencies are identified by Purchaser of Provider knowledge or competence in the delivery of services performed under the Scope of Work, Purchaser may require corrective action to correct the deficiencies.

The Purchaser will monitor the Provider's performance and may use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet contract goals and expected outcomes, the Purchaser may reduce or terminate the contract.

### **31. ASSESSING PERFORMANCE IN DELIVERY OF SERVICES**

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Contractor agrees to the following:

- A. The Provider shall allow the Purchaser's case manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Service Plan and/or the contract.
- B. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance initiatives.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall submit all performance and other program reports as required in Contract or requested by the purchaser.

### **32. WHISTLEBLOWER POLICY**

Purchaser and Provider agree that ensuring that DSPs, Indirect Staff, contract staff, Independent Service Provider(s), and volunteer(s) are afforded protection under state and/or federal whistleblower protection laws is paramount to the intent of this Agreement. Provider certifies that it will comply with the provisions of the Sarbanes-Oxley Act of 2002 (SOX), which is applicable to all nonprofit organizations, as well as other state and/or federal whistleblower protection laws. The Milwaukee County Department of Health and Human Services (DHHS) requires all Providers contracting with the department under this Agreement, or any other agreement with DHHS, to adopt and implement a whistleblower policy, per **DHHS Whistleblower Policy and Procedure, No. 003**, available at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.

### **33. NOTICES**

Notices to Purchaser provided for in this Agreement shall be given in writing and be sufficient if sent by mail (U.S. mail or other courier) or email unless otherwise agreed to by both parties.

Notices to Provider shall be given in writing and be sufficient if sent by mail (U.S. mail or email, or other courier) to the address or email, as identified on page 1 of the agreement, except as otherwise prescribed or prohibited by law, or as designated in Purchaser Policies and Procedures. If any party changes its address, they shall notify the other party in writing within five (5) business days.

However, Notices for the following instances shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid or via a national courier with return receipt requested and/or via email with acknowledgement by the recipient to the email address provided in the Agreement:

- Termination of Agreement
- Termination or Suspension of Direct or Indirect Service Provider
- Suspension of Provider in whole or in part

Provider agrees to notify Purchaser in writing within 5 business days (except where otherwise identified) of any of the following changes or conditions:

1. Agency name;
2. Agency ownership;
3. Agency director/CEO;
4. Hiring or change in status of Executive Director, senior management, or any corporate officer; (submission of staff information through the standard staff add/drop process is sufficient to meet this item)
5. Agency business or billing address(es);
6. Telephone or fax number;
7. E-mail address;
8. Federal Employers Tax ID (FEIN) number;
9. Change of insurance carrier or insurance coverage;
10. Change in or restriction of Provider, DSP, and/or Indirect Staff license(s), including occurrence of negative findings such as license suspension, surrender, expiration, or revocation, or request of forfeiture, fines, or plan(s) of correction due to licensing violations that occur. This condition carries a notification requirement of ONE business DAY;
11. Any arrests, charges or convictions of DSP and/or Indirect Staff. This condition carries a notification requirement of ONE business DAY;
12. Inability to accept referrals and process intake or assessment of referrals within the timelines defined in Purchaser Policies and Procedures, including if Provider has wait lists;
13. Inability to adhere to any other schedules or timelines as required by County policies and procedures or any other County or Contractor guidelines including other published schedules. This condition carries a notification requirement of TWO business DAYS;
14. Inability to support the level of agreed upon services as contained in DHHS guidelines or contractor's proposals, budget or any other statement of work.
15. Inform Purchaser for any change of staff role for EHR system access or deactivation within two (2) business days.
16. Discontinuation of agreed upon service(s) requires ninety (90) day prior notice from Provider (except termination of contract which requires 120, day prior notice).

17. Inform Purchaser of any Investigation by CMS, OIG, or any other governmental entity within 2 days of start of such investigation/notice for investigation and on receipt of the report.

### **34. CONTRACT CONTENT**

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. The courts of Wisconsin shall have jurisdiction over an action between the Milwaukee County Department of Health and Human Services or the County Board and a contractor, for any cause of action which arises under, or by virtue of, the contract, whether the action is at law or in equity, whether the action is on the contract or for a breach of the contract, and whether the action is for monetary damages or declaratory, injunctive, or other equitable relief.

The Contractor agrees to provide or arrange (as referenced in Section 1, Scope of Work), the provision of Covered Services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Health and Human Services and its respective divisions. Definition used in this Contract have meaning set forth in Attachment 1/A except where the context is clear that such meanings are not intended. This document, with all attached exhibits, attachments, certifications, and policies and procedures, together with the *Milwaukee County Department of Health and Human Services Year 2020 Purchase of Services Guidelines - Program and Technical Requirements*, and the *Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract and Fee-for-Service Requirements* and Contractor's Year 2020 application as negotiated, constitute the entire Contract of the parties.

This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original.

Reimbursement rates for services under this Contract may be changed at any time during the term of this Contract without the need for prior notification from Purchaser. Notification of any change in reimbursement rates for services during the contract term, or any extension thereof, will be provided to Contractor via email and accomplished by revision of attachment without the need to amend this Contract.

If any provision(s) of this Contract is (are) waived by Milwaukee County the remaining provisions of the Contract shall remain in effect.

If any provision(s) of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of its jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

**35. APPROVAL**

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

County enters into this Contract as authorized by County board and ratified by the Milwaukee County Executive. *(The above authorization for County Board approval is not applicable to contracts in amounts that are under \$100,000).*

IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective proper officers effective as of the day and year first above written.

**FOR: MILWAUKEE COUNTY**

*Shakita L. LaGrant-McClain* 4/2/2021

Shakita LaGrant McClain, Director Date  
Milwaukee County  
Department of Health and Human Services

**FOR: CONTRACTOR**

*Kirsten Johnson* 4/8/2021

(Signature) Date  
Kirsten Johnson  
*(Please print name of person signing)*

**DIVISION APPROVAL**

*Mark Mertens* 4/12/2021

Mark Mertens, Administrator Date  
Milwaukee County Division of Youth & Family Services  
Department of Health and Human Services

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

*Lamont Robinson* 4/8/2021

Director Date  
Community Business Development Partners

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

*[Signature]* 4/8/2021

Milwaukee County Comptroller Date  
Office of Comptroller

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

*David Farwell* 4/8/2021

Corporation Counsel Date  
Office of Corporation Counsel

**REVIEWED AS TO INSURANCE REQUIREMENTS:**

*Megan Rogers* 4/12/2021

Risk Manager Date  
Office of Risk Management

**REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE**

*[Signature]* 4/13/2021

County Executive Date  
Office of the County Executive

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

*[Signature]* 4/13/2021

Corporation Counsel Date  
Office of Corporation Counsel

**REVIEWED AND APPROVED FOR COMPLIANCE  
WITH COVID-19 PUBLIC HEALTH EMERGENCY  
FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9**

*Joe Lamers*

4/12/2021

Director of Performance, Strategy & Budget  
Department of Administrative Services

Date

**LIST OF APPLICABLE ATTACHMENTS**

Attachment List (X indicates it is included in the Agreement)	DSD, DYFS, HD, MSD	CARS	Wraparound Milwaukee
Attachment 1 – Financials (POS)	X		
Attachment 2– Billing and Payment Policy (POS)	X		
Attachment A – Scope of Work			
Attachment B - Definitions	X		
Attachment C – Administrative Probation Policy			
Attachment D - Financials (FFSA)			
Attachment E – Invoice Format			
Attachment F – Staff Roster			
Attachment G – Physician Referrals			
Attachment H – Loaned Property			
Attachment J – Policy & Procedures Signoff	X		
Attachment K – Compliance Indicators			
Attachment L – Performance Measures			
Attachment M – Conflict Resolutions			
Attachment N – Business Associate Agreement			



## ATTACHMENT B

### DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth herein, except where the context is clear that such meanings are not intended:

- A. **“Contract”** - this document with summary page, all attachments, exhibits, schedules, references and amendments. The *Milwaukee County Department of Health and Human Services Administrative Probation Policy for Non-Compliance with Contract and Fee-for-Service Requirement, DHHS Payor Of Last Resort Policy*, other Purchaser’s policies and procedures and Provider’s current application, RFI submissions, representations and or proposal(s) are incorporated herein by reference and made a part of this Agreement as if physically attached hereto and Provider shall comply herewith. Referenced policies are available at:

<https://county.milwaukee.gov/EN/DHHS/Provider-Portal> Words Contract and Agreement have been used interchangeably throughout this document both refer to this Contract where ever applicable.

- B. **“Behavioral Health Division”** - A division of County administering programs to enhance the quality of life for individuals with mental health and substance abuse problems, assisting in their recovery and providing individualized opportunities to participate in the community.
- C. **“Care Coordination Agency”** or **“Care Management/Support and Service Coordination Agency”** or **“Case Management Agency”** or **“Recovery Support Coordinator”** – mental health, substance abuse or social service agency which has entered into an Agreement with Purchaser to provide or arrange for the provision of Covered Services to Participants by Care Coordinators in the Wraparound Milwaukee Program, Care Management/support and Service Coordination for Disabilities Services Division Programs, Case Managers in the Family Intervention Support and Services (FISS) Program, Recovery Support Coordinators in the CARS Program, or Case Management/Care Coordinators in the Community Access to Recovery Services [CARS] of the Behavioral Health Division.
- D. **“Care Coordinator”** or **“Care Management/Support and Service Coordinator (CM/SSC)”** or **“Case Manager”** or **“Recovery Support Coordinator”** or **“Human Service Worker”** - person responsible for providing, coordinating and managing the provision of services in the Wraparound Milwaukee Program, Disabilities Services Division Programs, Housing Division Programs, FISS Program, the CARS Program, or Division of Youth & Family Services.
- E. **“Case Notes”** – logs and/or sign-in sheets, progress notes, monthly reports, summary notes and/or any other written or electronic documentation completed by the Direct Service Provider to support that the covered service was provided to the Service Recipient. Case Notes must include the following minimum elements: service code or name; name(s) of the direct service provider(s); client and service recipient name; the date, actual start time, actual end time, duration, location of the service; intervention; summary of the activity engaged in;

Service Recipient's response to the Covered Service; Direct Service Providers signature and signature date and any other elements as required by Purchaser Policy or Procedure. System and other requirements for electronic Case Notes and other electronic service documentation are listed elsewhere in this Agreement.

- F. **"Complaint/Grievance"** - written and/or verbal statement of dissatisfaction with Purchaser's procedure, service, benefit, system of care representative or Provider.
- G. **"Community Access to Recovery Services" (CARS)**— a branch of the Behavioral Health Division that offers a central access point for Milwaukee County adult residents ages 18-59 seeking mental health and/or substance use disorder services through a network of community providers. Services include, but are not limited to, clinical treatment offered on a continuum of care and recovery support services such as care coordination, childcare, pre-employment education/training, parenting assistance, daily living skills training, housing, case management, and supportive employment. There is a strong emphasis on the use of peers as providers to strengthen the therapeutic relationship to the individuals served.
- H. **"Conditional Status"** - period of time for up to two years when a Provider will be more closely monitored by Purchaser and reviewed for compliance with the provisions of this Agreement.
- I. **"County"**— Milwaukee County (hereinafter called County) a Wisconsin municipal body corporation represented by the Milwaukee County Department of Health and Human Services (DHHS) and its respective divisions, the Milwaukee County Division of Audit Services, the Milwaukee County Behavioral Health Division, and any other applicable departments or offices of County and its designees.
- J. **"Covered Services"** - services identified in this Agreement that are rendered by the Provider and are subject to the terms and conditions of this Agreement, for which the provider may request payment or Purchaser provided the service referral.
- K. **"Youth & Family Services Network" (YFSN)** also referred to as Children's Court Services Network - program of the Division of Youth & Family Services that coordinates the delivery of comprehensive AODA (Alcohol and Other Drug Abuse), mental health, and social services to youth who are adjudicated and/or under the jurisdiction of Children's Court, and are in need of supportive services in order to avoid committing additional offenses.
- L. **"Direct Service Provider" (DSP)**— Provider employee, volunteer, paid or unpaid intern, or Independent Service Provider, who provides direct care and/or Covered Services to a Participant/Service Recipient on behalf of a Provider, for which the Provider receives compensation from the Purchaser under this Agreement or Purchaser provided the service referral.
- M. **Disabilities Services Division** – A division of DHHS administering programs to enhance the quality of life for individuals with physical, sensory, cognitive, severe emotional disorder [SED] or developmental disabilities and their support networks living in Milwaukee County by addressing the participant's identified needs and meeting her/his desired individual outcomes and providing individualized opportunities to participate in the community.

- N. **“Emergency Management Plan”** (Disaster Plan) - the procedures, developed by the Provider organization, to manage an internal or external hazard that threatens Residents/Service Recipients, DSP and other staff, and/or visitor life and safety.
- O. **“Fraud”** – involves an intentional deception and/or representation that an individual either knows is false or does not believe to be true and is related to a material fact. Examples of Fraud include, but are not limited to: embezzlement; misappropriation, misapplication, destruction, removal, or concealment of property; alteration or falsification of documents, including pre-signing logs or falsification of signatures; authorizing or receiving compensation for services not performed, authorizing or receiving compensation for hours not worked.
- P. **“Independent Service Provider”**: is an individual independent contractor with a contractual relationship with provider, who is not an employee of the provider.
- Q. **“Indirect Staff”**-is an employee or individual independent contractor who is not a Direct Service provider, but is associated with Covered Services as a supervisor, billing staff, case records and/or quality assurance worker, and/or is someone (i.e.: volunteer) who has access to clients, client property, and/or client information. Agency owner, President, CEO, Executive Director, and/or Senior Staff are considered Indirect Staff if reporting to work at a site where Covered Services are provided or have access to client’s information or property.
- R. **“Milwaukee County Department of Health and Human Services”** (DHHS) – A governmental subunit of Milwaukee County created by action of the Milwaukee County Board of Supervisors as authorized by state statute to provide or purchase care or treatment services for residents of Milwaukee County. The Department of Health and Human Services consists of the following five divisions: Youth & Family Services, Disabilities Services, Management Services, Behavioral Health and Housing Division.
- S. **“Milwaukee County Mental Health Board (MHB)”** is a statutorily created board constituted under 2013 Wisconsin Act 203. The Act includes a transfer of control of all mental health functions, programs, and services in Milwaukee County, including those relating to alcohol and other substance abuse, to the MHB.
- T. **“Participant ”** - individual who is referred to or enrolled in the Purchaser’s Program.
- U. **“Policies and Procedures”** – Purchaser policies and procedures, program/service descriptions, Purchaser bulletins, memos, this Agreement, and/or other program specific written (including email) requirements and all applicable federal, state and county statutes and regulations which are in effect at the time of the delivery of Covered Services.
- V. **“Provider”/“Contractor/Vendor”** - entity or individual with whom this Agreement has been executed. (Provider and Contractor/Vendor have been used interchangeably throughout this document both refer entity or individual with whom this Agreement has been executed.
- W. **“Provider Network”** – A network of community agencies and individual providers who deliver mental health, social and supportive services with whom an Agreement has been executed with Purchaser.

- X. **“Quality Assurance/Utilization Review”** - a system that provides ongoing monitoring activities related to the quality, appropriateness, effectiveness, cost and utilization including implementation of corrective actions determined and authorized by the Purchaser or County to be appropriate, including recoupment of monies if deemed necessary.
- Y. **“Scope of Work (SOW)”** - Document outlining the work that is to be carried out under a contract, broken down by specific tasks, timelines, and schedule of deliverables. SOW, includes Statement of Work, and Scope of Services.
- Z. **“Service Documentation”** – Consents, assessments, service plans, reviews, Case Notes, health records, monthly reports, dosage data, ledgers, budgets, and all other written or electronic program and/or fiscal records relating to Covered Services.
- AA. **“Service Plan”** - written document that describes the type, frequency and/or duration of the Covered Services that are to be provided to enrolled Participant and/or Participant's family. For CARS, Service Plan refers to a Single Coordinated Care Plan and Individualized Recovery Plan. For Wraparound Milwaukee, Service Plan refers to the Plan of Care. For Division of Youth & Family Services, Service Plan refers to the Service Plan Authorization Form and/or the Service Plan Amendment. For the Disabilities Services and Housing Division, Service Plan refers to an Individualized Service Plan and Individual Family Service Plan.
- BB. **“Service Recipient”** - person or persons identified in a service authorization or service plan as the recipient of Covered Services provided by the Direct Service Provider. Also referred to as participant, consumer, client, or resident.
- CC. **“Site Review”** – also referred to as Administrative Review is a visual or physical inspection of Provider's premise, and records and service documentation related to interview of appropriate persons or individuals including but not limited to: employee(s), Independent Contractor(s), volunteer(s), intern(s), owner(s), officer(s) and/or director(s), participants, service recipients, parent/guardians, individuals with knowledge of the services recipient's receipt of the Covered Service. The above may be conducted by Purchaser representatives, the Milwaukee County Audit Services Division and representatives of appropriate federal, state or local agencies.
- DD. **“State”** - The word, State when used in this Agreement shall mean the State of Wisconsin.
- EE. **“Wiser Choice”** - See CARS definition.
- FF. **“Wraparound Milwaukee”** - is the Behavioral Health Division entity that manages the public sector, community-based mental health system for Medicaid eligible children, adolescents and young adults (ages 5-23) in Milwaukee County who have serious mental health or emotional needs. Serving as the umbrella body for a number of programs. All programs rely on care coordination, offer a range of support services, and promotes parental and youth choice, family independence, and provide trauma informed care for children and youth in the context of their family and community.

**ATTACHMENT J**  
**POLICY AND PROCEDURE SIGN-OFF FORM**  
**ALL PROVIDERS**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**POLICY AND PROCEDURE ATTESTATION**

Agency Name: City of Milwaukee Health Department

The intent of this sign-off form is to ensure Provider Agencies and their Direct Service Providers and Indirect Staff have accessed, read, understand and will implement all applicable Policies and procedures identified in the Agreement/Contract and listed below in **addition to any service guidelines/expectations/directives referenced in the Provider Programs and Network.**

I hereby certify that our Agency and all Direct Service Providers and Indirect Staff have accessed, read, understand and will implement all applicable Policies and procedures identified in the Agreement/Contract and listed above in **addition to any service guidelines/expectations/directives referenced in the Provider Programs and Network**

Signature Kirsten Johnson

Name of the Signor Kirsten Johnson

Title of the Signor Commissioner of Health

## ATTACHMENT 2

**MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BILLING AND PAYMENT POLICY FOR  
2020 PURCHASE OF SERVICE CONTRACT**

CONTRACTOR shall submit to COUNTY on or before the tenth (10th) working day of the month following delivery of purchased services, program Expense and Revenue Reports for each service provided and/or a report of all clients served, and units of service provided as required by Attachment 2. Reports must be submitted in format approved by DHHS Accounting and provided by DHHS Contract Administration for purchased services. Reports for services provided under this contract must be emailed to DHHS Accounting for initial approval at:

**dhhsaccounting@milwaukeecountywi.gov**

For the months of January and February, COUNTY may make an early payment to CONTRACTOR equal to one-sixth (1/6th) of the contract amount, or in an amount as directed by the Division Administrator. In addition, early payment on contracts with a duration of more or less than 12 months (a non-standard contract term) shall be determined at the discretion of the Division Administrator.

Subsequent to the early payment if any, CONTRACTOR shall receive payment for actual, year-to-date billings submitted to COUNTY, and said billings shall result in a payment to CONTRACTOR within thirty (30) working days following receipt, review and approval of the reports, and required supporting documentation if any, by COUNTY.

However, for the last two to four months of the contract, payments to CONTRACTOR based on cumulative amount earned may be reduced to reflect the effect of the early payment on year-to-date payments. Commencement of such adjustments may be affected by contracts with a non-standard term, and may commence earlier at the sole discretion of the county. In no event shall total payments (including early payment) under the contract exceed the amount of the contract.

Computation of the amount earned under this contract will be based on the payment method specified on Attachment 1.

<b>Payment Method Identifier No.***</b>	<b>Payment Method Description</b>
1	Net Expenses (gross program expenses less other program revenues); payments not held to cumulative 1/12 <sup>th</sup>
2	Lower of Net Expenses or cumulative 1/12th ©
3	Lower of net expenses or cumulative 1/12th© or Net Units earned (All program units times budgeted contract rate less other gross revenue)**
4	Lower of net expenses or DHHS Units earned* (DHHS Units only times monthly weighted average unit rate) or cumulative 1/12th©

5	Units Billed (units of service delivered times the contract rate)
6	100% of contract paid out upon execution
7	Special conditions like match requirements or recovery of payments by payment deductions

\* for all contracts for which the program serves non-DHHS clients

\*\* This method is used only if the billing template is used for contract for which 100% of the clients are Milwaukee County clients

© the cumulative pro-rata share, of contract amount (based on a factor the numerator of which is the number of payment periods reported, the denominator of which is the number of payment periods in the contract) less previous payments. A non-standard year affects the denominator.

\*\*\* Payment Method Identifier No. designates the method to be used on the Attachment I

Reports received thirty (30) days after the termination of this contract will not be considered for payment by COUNTY. COUNTY reserves the right to withhold payment or modify the above payment schedule where CONTRACTOR fails to deliver the contracted services in accordance with the terms of this contract or fails to submit billing claims as required above.

# **ATTACHMENT 1**



ATTACHMENT 1 - SCHEDULE OF SERVICES TO BE PURCHASED

Milwaukee County Department of Health and Human Services -- Division of Youth & Family Services

Resolution: **20-742**  
Date: 11/5/2020

Contract Period: April 1, 2021- October 31, 2021  
Contract No: 40-21959-400

Contractor: **Office of Violence Prevention, City of Milwaukee Health Department**  
Address: 841 N. Broadway, 3rd Floor  
Milwaukee, WI 53202  
Federal ID No.: 39-6005532  
Contact: **Reggie Moore**

Program Area	Funding Source	Total Agency Program Budget	Total Units	Cost Per Unit	Total Agency Clients	Contract (Base & Performance Pmt)	Total Contract	County Units	County Cost Per Unit	Payment Method
Credible Messenger	Youth Aids	\$300,500	720	\$417.36	720	\$300,500		720	\$417.36	2
										7
							\$300,500			
<b>TOTAL AGENCY</b>		<b>\$300,500</b>				<b>\$300,500</b>	<b>\$300,500</b>			

# For Performance Linked Payment Amount distribution refer to "Summary of Performance Outcomes and Linked Payment"

For Amendments Only:

AMENDMENT BOARD DATE:  
AMENDMENT RES. No.:  
AMENDMENT NO.:

This amendment supersedes ATTACHMENT I attached to Amendment No:  
Dated:

FOR: MILWAUKEE COUNTY

Shakita LaGrant-McClain, Director  
Milwaukee County  
Department of Health and Human Services  
Date

DIVISION APPROVAL

FOR: CONTRACTOR

\_\_\_\_\_  
Administrator  
Milwaukee County Division of Youth & Family Services  
Department of Health and Human Services  
Date

\_\_\_\_\_  
(Signature)  
Date

(Please print name of person signing)

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

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

\_\_\_\_\_  
Director  
Community Business Development Partners  
Date

\_\_\_\_\_  
Milwaukee County Comptroller  
Office of Comptroller  
Date

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

REVIEWED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Corporation Counsel  
Office of Corporation Counsel  
Date

\_\_\_\_\_  
Risk Manager  
Office of Risk Management  
Date

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE

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

\_\_\_\_\_  
County Executive  
Office of the County Executive  
Date

\_\_\_\_\_  
Corporation Counsel  
Office of Corporation Counsel  
Date

COMPLIANCE

\_\_\_\_\_  
Director of Performance, Strategy & Budget  
Department of Administrative Services  
Date

## Certificate Of Completion

Envelope Id: 416D4FFAB70E49BE8D1540D1C9617479	Status: Completed
Subject: Please DocuSign: Office of Violence Prevention 2021 Purchase of Service contract with DYFS	
Source Envelope:	
Document Pages: 44	Signatures: 14
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kevin Kelly
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Kevin.Kelly@milwaukeecountywi.gov
	IP Address: 204.194.251.5

## Record Tracking

Status: Original	Holder: Kevin Kelly	Location: DocuSign
4/8/2021 7:11:31 AM	Kevin.Kelly@milwaukeecountywi.gov	

## Signer Events

Signature	Timestamp
David Farwell	Sent: 4/8/2021 7:13:40 AM
David.Farwell@milwaukeecountywi.gov	Viewed: 4/8/2021 9:38:21 AM
Assistant Corporation Counsel	Signed: 4/8/2021 9:43:25 AM
Milwaukee County	
Signing Group: Corporation Counsel	
Security Level: Email, Account Authentication (None)	

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

Dennis Buesing	Sent: 4/8/2021 7:13:39 AM
dennis.buesing@milwaukeecountywi.gov	Viewed: 4/9/2021 9:31:00 AM
Contract Administrator Milwaukee County DHHS	Signed: 4/9/2021 9:32:29 AM
Milwaukee County	
Signature Adoption: Pre-selected Style	
Using IP Address: 204.194.251.5	

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

Joe Lamers	Sent: 4/8/2021 7:13:40 AM
joseph.lamers@milwaukeecountywi.gov	Viewed: 4/12/2021 4:45:47 PM
Budget Director	Signed: 4/12/2021 4:46:02 PM
Milwaukee County	
Signature Adoption: Pre-selected Style	
Using IP Address: 204.194.251.5	

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

Kirsten Johnson	Sent: 4/8/2021 7:13:41 AM
krjohns@milwaukee.gov	Viewed: 4/8/2021 11:01:24 AM
Security Level: Email, Account Authentication (None)	Signed: 4/8/2021 11:02:54 AM
Signature Adoption: Pre-selected Style	
Using IP Address: 216.56.88.5	

**Electronic Record and Signature Disclosure:**  
Accepted: 4/8/2021 11:01:24 AM  
ID: 99614512-a12f-4591-a6f8-fa4ec34b137a

Signer Events	Signature	Timestamp
<p>Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, CBDP Milwaukee County Signing Group: Community Business Development Partners Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/19/2021 8:23:03 AM ID: 1843c865-f605-493c-9ef9-cd72b8b22b18</p>	<p><i>Lamont Robinson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 4/8/2021 7:13:41 AM Viewed: 4/8/2021 11:24:19 AM Signed: 4/8/2021 11:24:37 AM</p>
<p>Mark Mertens mark.mertens@milwaukeecountywi.gov Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/30/2016 7:58:36 AM ID: c4b21162-3d82-4924-ba98-50b49eec6954</p>	<p><i>Mark Mertens</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 4/8/2021 7:13:42 AM Viewed: 4/12/2021 9:01:36 AM Signed: 4/12/2021 9:01:47 AM</p>
<p>Megan Rogers megan.rogers@milwaukeecountywi.gov Director Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/15/2018 8:01:37 AM ID: b9a5cb95-855d-440c-886b-36b20bdadc17</p>	<p><i>Megan Rogers</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 4/8/2021 7:13:43 AM Viewed: 4/12/2021 7:41:42 AM Signed: 4/12/2021 7:51:30 AM</p>
<p>Scott Manske - Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Scott Manske</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 4/8/2021 7:13:43 AM Viewed: 4/8/2021 8:04:19 AM Signed: 4/8/2021 8:06:04 AM</p>
<p>Shakita L. LaGrant-McClain shakita.lagrants@milwaukeecountywi.gov Assistant Administrator Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/12/2021 5:07:15 PM ID: c6f0fa81-181d-4383-9407-d07d744c30d8</p>	<p><i>Shakita L. LaGrant-McClain</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 4/12/2021 4:46:06 PM Viewed: 4/12/2021 5:07:15 PM Signed: 4/12/2021 5:07:28 PM</p>
<p>County Executive David Crowley david.crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p><i>David Crowley</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 4/12/2021 5:07:31 PM Viewed: 4/13/2021 2:54:35 PM Signed: 4/13/2021 2:54:39 PM</p>

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Judd Taback  
Judd.Taback@milwaukeecountywi.gov  
Assistant Corp. Counsel, Office of Corporation  
Counsel  
Milwaukee County  
Signing Group: Corporation Counsel  
Security Level: Email, Account Authentication  
(None)



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

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Viewed: 4/13/2021 8:22:07 PM  
Signed: 4/13/2021 8:22:33 PM

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

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Rachna Kalia  
rachna.kalia@milwaukeecountywi.gov  
Contract Consultant  
Milwaukee County  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/8/2021 7:13:42 AM

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

dhhsca  
dhhsca@milwaukeecountywi.gov  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/13/2021 8:22:36 PM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/13/2021 8:22:07 PM
Signing Complete	Security Checked	4/13/2021 8:22:33 PM
Completed	Security Checked	4/13/2021 8:22:36 PM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

### **To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from Wisconsin Milwaukee County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

**Certificate Of Completion**

Envelope Id: 7337C63A9C0D45AF995E862B44A629E0	Status: Completed
Subject: Please DocuSign: Amendment 1 Office of Violence Prevention 2021 Purchase of Service contract	
Source Envelope:	
Document Pages: 55	Signatures: 10
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kevin Kelly
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Kevin.Kelly@milwaukeecountywi.gov
	IP Address: 204.194.251.3

**Record Tracking**

Status: Original	Holder: Kevin Kelly	Location: DocuSign
10/29/2021 9:19:15 AM	Kevin.Kelly@milwaukeecountywi.gov	

**Signer Events**

Signature	Timestamp
<p>David Farwell David.Farwell@milwaukeecountywi.gov Assistant Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>Sent: 10/29/2021 9:30:59 AM Viewed: 10/29/2021 4:41:14 PM Signed: 10/29/2021 4:41:33 PM</p>
<p>Dennis Buesing dennis.buesing@milwaukeecountywi.gov Contract Administrator Milwaukee County DHHS Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>Sent: 10/29/2021 9:30:59 AM Viewed: 11/2/2021 2:10:44 PM Signed: 11/2/2021 2:11:40 PM</p>
<p>Kirsten Johnson krjohns@milwaukee.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>Sent: 10/29/2021 9:31:00 AM Viewed: 11/1/2021 7:57:21 AM Signed: 11/1/2021 7:57:58 AM</p>
<p>Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, CBDP Milwaukee County Signing Group: Community Business Development Partners Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/1/2021 7:57:21 AM ID: f93ae25d-4658-4d53-aea3-24a5762c271f</p>	<p>Sent: 10/29/2021 9:31:00 AM Viewed: 11/1/2021 8:09:33 AM Signed: 11/1/2021 8:25:59 AM</p>
<p>Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, CBDP Milwaukee County Signing Group: Community Business Development Partners Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/19/2021 8:23:03 AM ID: 1843c865-f605-493c-9ef9-cd72b8b22b18</p>	<p>Sent: 10/29/2021 9:31:00 AM Viewed: 11/1/2021 8:09:33 AM Signed: 11/1/2021 8:25:59 AM</p>



Signer Events	Signature	Timestamp
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Mark Mertens  
mark.mertens@milwaukeecountywi.gov  
Milwaukee County  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 204.194.251.5

Sent: 10/29/2021 9:31:01 AM  
Viewed: 10/29/2021 10:20:57 AM  
Signed: 10/29/2021 10:21:15 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/30/2016 7:58:36 AM  
ID: c4b21162-3d82-4924-ba98-50b49eec6954

Scott Manske - Comptroller  
comptrollersignature@milwaukeecountywi.gov  
Comptroller  
Milwaukee County  
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 204.194.251.3

Sent: 10/29/2021 9:31:02 AM  
Viewed: 11/1/2021 5:00:18 PM  
Signed: 11/1/2021 5:03:04 PM

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

Sherri Jordan  
sherri.jordan@milwaukeecountywi.gov  
Director of Administrative Services (Interim)  
Milwaukee County  
Signing Group: Risk Management  
Security Level: Email, Account Authentication (None)



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

Sent: 10/29/2021 9:31:01 AM  
Viewed: 11/2/2021 11:48:47 AM  
Signed: 11/2/2021 11:48:52 AM

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

Shakita L. LaGrant-McClain  
shakita.lagrانت@milwaukeecountywi.gov  
Assistant Administrator  
Security Level: Email, Account Authentication (None)



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

Sent: 11/2/2021 2:11:44 PM  
Viewed: 11/2/2021 2:57:46 PM  
Signed: 11/2/2021 2:57:57 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/2/2021 2:57:46 PM  
ID: fc1e35aa-15c8-46b5-bbc4-9e5301ad077a

County Executive David Crowley  
david.crowley@milwaukeecountywi.gov  
Milwaukee County Executive  
Milwaukee County  
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 204.194.251.3

Sent: 11/2/2021 2:58:00 PM  
Viewed: 11/4/2021 8:27:56 AM  
Signed: 11/4/2021 8:28:00 AM

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

David Farwell  
David.Farwell@milwaukeecountywi.gov  
Assistant Corporation Counsel  
Milwaukee County  
Signing Group: Corporation Counsel  
Security Level: Email, Account Authentication (None)



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

Sent: 11/4/2021 8:28:04 AM  
Viewed: 11/5/2021 11:45:33 AM  
Signed: 11/5/2021 11:45:36 AM

**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Rachna Kalia rachna.kalia@milwaukeecountywi.gov Contract Consultant Milwaukee County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 10/29/2021 9:31:02 AM
AP Contracts APcontracts@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/1/2021 7:49:55 AM ID: 277c9bf9-4872-4c44-b14a-76b235e8006d	<b>COPIED</b>	Sent: 11/5/2021 11:45:39 AM
dhhsca dhhsca@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/5/2021 11:45:39 AM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/29/2021 9:31:02 AM
Certified Delivered	Security Checked	11/5/2021 11:45:33 AM
Signing Complete	Security Checked	11/5/2021 11:45:36 AM
Completed	Security Checked	11/5/2021 11:45:40 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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

**Required hardware and software**

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

1.1 settings via proxy connection
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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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