

2013 Intergovernmental Contract Between
Milwaukee County
Department of Health and Human Services
and
City of Milwaukee
Milwaukee Police Department

Contract No.: BHD13-_____ -

THIS AGREEMENT is entered into this 1st day of Month by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Milwaukee County Department of Health and Human Services (DHHS), 1220 West Vliet Street, Milwaukee, WI 53205, hereinafter designated as "County" and the City of Milwaukee, by the Milwaukee Police Department (MPD), Inc., 749 W. State Street, Milwaukee, WI 53233 designated as "Contractor."

Contact Person: Carianne Yerkes, Inspector of Police
Phone Number: 414-935-7406
Email Address: cyerkes@milwaukee.gov.
Federal ID Number:

WITNESS THAT:

WHEREAS, Purchaser is a governmental subunit of Milwaukee County and/or a Specialized Managed Care Organization managing and providing mental health, substance abuse and/or health and social services; and

WHEREAS the Contractor has substantial skills experience in the field of **Law Enforcement Services** and has performed such services in as a public law enforcement agency in which contractor is customarily engaged.

PURPOSE.

This contract establishes an intergovernmental cooperative agreement between Milwaukee County - Department of Health and Human Services (DHHS), Behavioral Health Division (BHD) and the City of Milwaukee by the Milwaukee Police Department (MPD), for the services of identified police officer(s) and the officer(s) will become a dedicated part of the BHD Mobile Crisis Team. The role of the Mobile Crisis Team is to respond to behavioral health crises in the community.

SCOPE OF SERVICES

Contractor shall specifically perform all of the services and achieve the objectives, duties and responsibilities as indicated in the **Attachment A**, Schedule of Services to be Purchased.

Providing these services is to commence on or about Month 1, 2013 and end on December 31, 2013 or at such time as services totaling the "not to exceed" amount specified herein have been provided. Milwaukee County agrees to pay the Contractor under this Contract a monthly amount not to exceed **\$187,500 (One Hundred Eighty-Seven Thousand Five Hundred Dollars)** for this period. 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.

Contractor is required to submit the final invoice for payment within fifteen (15) business days of the contract termination date. Contractor must include the contract number on each invoice before invoices can be considered for payment.

All Invoices must conform in format and content with requirements of the Milwaukee County Department of Health and Human Services Contract Administration. Invoices for services provided under this contract should be mailed or emailed to the following person for initial approval:

Amy Lorenz
Ex Director, Psychiatric Crisis Services
9455 Watertown Plk Rd
32A-Rm. 2102-25
Wauwatosa, WI 53226
or at:
Amy.Lorenz@milwcnty.com

Any additional expense incurred must have prior approval by County.

Any equipment purchased by County for the completion of the above services remains the sole property of County. A listing of such inventory must be submitted before final payment can be made.

Under no circumstances will contractor or any employee of contractor be considered an employee of the County.

STAFFING AND DELIVERY OF SERVICES

Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, to which Contractor shall attest, and determination of which shall be at the sole discretion of County.

Written notification of replacement of personnel shall be provided to County prior to replacement. Contractor shall not replace named personnel without the prior written approval of County.

Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services to County, and/or County clients or patients.

Contractor shall comply with all Federal, State, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the services referred to herein.

Contractor agrees to notify County in writing within 5 business days of any of the following changes or conditions:

1. Agency business or billing address(es);
2. Telephone or fax number;
3. E-mail address;
4. Change of insurance carrier or insurance coverage
5. Change in or restriction of license(s), including occurrence of negative findings such as license revocation or request of forfeiture, fines, plan(s) of correction due to licensing violations that occur (See also Sec 2, I). This condition carries a notification requirement of TWO DAYS.
6. Discontinuation of agreed upon service(s).

COMPENSATION

Contractor agrees to provide, within the scope of certification or competencies, services listed in **Attachment A** at the rate therein and specified in accordance with County's Policies and Procedures. Contractor may not bill for services unless allowed as identified in a County Policy and Procedure or other addendum to this Contract.

Milwaukee County will not compensate Contractor for service(s) provided by a direct service provider/caregiver prior to having obtained a state-wide criminal background check 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 shall so conform throughout the term of this Contract.

PROVISIONS FOR LOANED PROPERTY

Any furniture, fixtures, or equipment including software and software licenses (herein referred to as "Property") provided to Contractor by County under this Contract, or other agreement(s), remains the sole property of County, and in its discretion, County may require such property to be returned to County upon termination of this Contract, or other agreement(s), or any certified service related to the use of the property. The use of County property shall be limited to the provision of services under this Contract, or other agreement(s) between County and Contractor. Contractor assumes all risk of loss and damage to Property for any cause and agrees that the Property will be returned to County in as good condition as when issued to the Contractor, normal wear and tear excepted. Normal wear and tear shall be defined by County. Returned condition shall be assessed and determined by County. If Contractor is unable to return the equipment in as good condition as when received, normal wear and tear excepted, the Contractor will be financially liable for a dollar amount determined by County up to but not exceeding the replacement value of the Property. In the event of loss or damage to the loaned Property, the County may recover damages owed under this Contract or any other agreement(s) with Contractor by means of a setoff against amounts due to Contractor from any subsequent payments due under this Contract, or from future agreements, or due under any other service agreement with the County. A listing of such property inventory will be attached by "Exhibit P - Property Inventory" or by attachment to loan agreement(s).

CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

- a. The Contractor agrees to abide by all confidentiality requirements imposed by state, federal and local laws and ordinances. The Contractor agrees to comply with any other requirements that might be developed by the County to insure the confidentiality of proprietary data.

Contractor also agrees that it will surrender to Milwaukee County within 14 days of any termination of this Contract, for any reason, all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails or any other products developed, acquired, or received under the terms of the Contract from any source.

- b. The Contractor agrees that all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails or any other products developed under the terms of the Contract are the sole property of the County. Contractor agrees that it will not release or share such information in any manner without the express and written consent of the County.

AUDIT AND INSPECTION OF RECORDS

All records of the Contractor covering this contract shall be available for audit by the Milwaukee County Auditing Department and/or the Secretary or Comptroller General of the United States, until seven (7) years have expired after the services have been furnished.

In accordance with Chapter 46 of the General Ordinances of Milwaukee County, the following provisions shall apply:

The Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of Contractor related to carrying out the contract for a period of up to seven (7) years after completion of the contract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 APPLICABILITY

- a. General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 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.

Contractor may 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.

Generally, Contractor or vendors are not business associates of payers. Therefore, unless specifically identified by County via a separate business associate agreement, Contractors are not considered business associates of County.

- b. Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and the “Milwaukee County Use of Technologies Policy” (See <http://county.milwaukee.gov/RightContent7912.htm>)

NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- A. No eligible Participant/family or patient shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.
- B. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.
- C. Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances regarding non-discriminatory contracts, which is attached hereto by reference and incorporated herein as though fully set forth herein. (Referenced Section of County General Ordinances is available upon request).

Compliance with Caregiver Background Checks

Prior to the provision of Covered Services, and within 90 days of requesting to add a particular staff as a Direct Service Provider, Contractor shall conduct background checks at its own expense on all employees, contract staff, Independent Service Provider or volunteers who provide direct care and Covered Services to or have contact with Participants/families under this Agreement. Background checks obtained from other entities are not transferrable. Contractor shall retain in its personnel files copies of: 1) a *Background Information Disclosure* (BID) Form (F-82064A); 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 the Wisconsin Caregiver Program Manual guidelines. This includes a good faith effort to obtain a background check from any other state in which the individual has resided during the previous three (3) years.

In addition, Contractor agrees to the following:

- A. If the Department of Justice report shows any findings other than “no record found”, Contractor shall submit a copy of the report to County according to the Policy and Procedures for the Covered Service.
- B. After the initial background check, Contractor is required to conduct a new background check every four (4) years, or at any time within that period when Contractor has reason to believe a new check should be obtained.
- C. Contractor shall maintain background check documentation for the most recent five year period for every employee and Independent Service Provider who meets the definition of Caregiver under DHS12.
- D. Contractor shall maintain the results of background checks on its own premises for a period of at least five (5) years following the termination of this Fee-for-Service Agreement. County may audit Contractor’s personnel files to assure compliance with the *Wisconsin Caregiver Program Manual*. (online at <http://dhs.wisconsin.gov/caregiver/publications/CgvrProgMan.htm>).
- E. Contractor must notify County within two (2) business days if an existing employee, Independent Service Provider, direct service provider or caregiver has been charged with or convicted of any crime specified in DHS12.115) and/or of any offenses referenced in numbers 6, 7, and 11 of the *Milwaukee County Resolution Requiring Background Checks on Department of Health and Human Services Contract Agency Employees Providing Direct Care and Services to Children and Youth*.
- F. Contractor shall read, sign, and return Attachments B and C with this agreement if providing covered services as stated above.

INDEMNITY

Mutual Indemnification:

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney’s fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of, involving, or in connection with this Agreement. The parties to this Agreement agree to grant a Waiver of Subrogation for Workers’ Compensation in favor of the other party. Milwaukee County’s liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability. The representations and indemnifications agreed upon in this Section shall survive the termination of this Agreement.

INSURANCE

Milwaukee County is permissibly self-insured. Milwaukee County is a municipal body corporate that self-funds for liability under §§893.80 and 895.461 (1) of the Wisconsin Statutes, and automobile liability under Statute 345.05. Milwaukee County is also permissibly self-insured under Wisconsin Statute 102.28(2)(b) for Workers Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including Milwaukee County's contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations.

The City of Milwaukee is permissibly self-insured. The City of Milwaukee is a municipal body corporate that self-funds for liability under §§893.80 and 895.461 (1) of the Wisconsin Statutes, and automobile liability under Statute 345.05. The City of Milwaukee is also permissibly self-insured under Wisconsin Statute 102.28(2)(b) for Workers Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including the City of Milwaukee's contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations.

TERMINATION BY COUNTY OR CONTRACTOR

This Contract may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the Participants/families covered by this Contract. Termination shall not release the Contractor of its obligation to complete treatment of Participants receiving treatment until transfer of the Participant/Service Recipient can be accomplished for which County shall pay for Covered Services as provided.

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon ten (10) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this Contract.

Failure to maintain in good standing required licenses, permits and/or certifications may, at the option of County, result in immediate termination of this Contract.

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.

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.

In the event of termination, the County will only be liable for State reimbursable services rendered through the date of termination and not for the uncompleted portion.

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.

The Contractor may terminate this Contract upon thirty (30) days written notice to the County, where (1) the County fails to fulfill its obligations under this Contract or (2) the subcontractor defaults in its obligations to Contractor.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services.

Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

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

CONTRACTOR COMPLAINTS/APPEALS/GRIEVANCES

The Contractor may file a formal grievance or otherwise appeal decisions of County in accordance with County Policies and Procedures, and Chapter 110 of the Milwaukee County Code of Municipal Ordinances.

INDEPENDENT CONTRACTOR

Nothing contained in this contract shall constitute or be construed to create a partnership or joint venture 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.

SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of County.

ASSIGNMENT LIMITATION

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

REQUIRED DISCLOSURES, PROHIBITED PRACTICES AND CONFLICT OF INTEREST

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.

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 covers candidates for County office, elected and appointed officers, and employees of the County, as well as members of County boards and commissions, and 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 or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.."

Contractor is prohibited from offering other contractors/vendors reciprocal compensation for referrals for services.

NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by United States mail, postage prepaid, USPS or other Courier or email with acknowledgement by the recipient unless otherwise agreed to by both parties. Notices to Contractor shall be sufficient if sent by United States mail, postage prepaid USPS or other Courier or email with acknowledgement by the recipient to the respective addresses or email address provided/ stated in this Contract or to such other respective addresses as the parties may designate to each other in writing unless otherwise agreed to by both parties. Any party changing its address shall notify the other party in writing within five (5) business days.

MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. 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.

CONTRACT CONTENT

The Contractor agrees to provide or arrange (as referenced in Scope of Services), 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. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original.

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.

ATTACHMENT B

CERTIFICATION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS FOR AGENCIES SERVING YOUTH

Applicant certifies that it will comply with the provisions of the Milwaukee County Resolution Requiring Background Checks, File No. 99-233. Agencies under contract shall conduct background checks at their own expense.

RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HEALTH AND HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO CHILDREN AND YOUTH

Provisions of the Resolution requiring criminal background checks for current or prospective employees of DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements providing **direct care and services to Milwaukee County children and youth** were initially passed by the County Board in September, 1999.

In May 2000, the County Board adopted a modification of the resolution that separates individuals who have committed crimes under the Uniform Controlled Substances Act under Chapter 961 Wisconsin Statutes from the felony crimes referenced in the original Resolution and those referenced under Chapter 948 of the Statutes.

The Resolution shall apply only to those employees who provide direct care and services to Milwaukee County children and youth in the ordinary course of their employment, and is not intended to apply to other agency employees such as clerical, maintenance or custodial staff whose duties do not include direct care and services to children and youth.

1. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they have a written screening process in place to ensure background checks, extending at least three (3) years back, for criminal and gang activity, for current and prospective employees providing direct care and services to children and youth. The background checks shall be made prior to hiring a prospective employee on all candidates for employment regardless of the person's place of residence.
2. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they are in compliance with the provisions of the Resolution; that the statement shall be subject to random verification by the DHHS or its designee; and, that the DHHS or its designee shall be submitted, on request, at all reasonable times, copies of any or all background checks performed on its employees pursuant to this Resolution.
3. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which do not submit to the DHHS or its designee, copies of any or all background checks, on request, at all reasonable times, pursuant to this Resolution, shall be issued a letter of intent within 10 working days by the DHHS or its designee to file an official 30-day notice of termination of the contract, if appropriate action is not taken by the contract agency towards the production of said documents.
4. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall perform criminal background checks on current employees who provide direct care and services to children and youth by January 31, 2001 and, after 48 months of employment have elapsed, criminal background checks shall be performed every four (4) years within the year thereafter.
5. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall hire prospective employees after January 31, 2001 conditioned on the provisions stated above for criminal background checks and, after four (4) years within the year thereafter, and for new employees hired after January 31, 2001.

6. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of one or more of the following offenses shall notify the DHHS or its designee immediately. Offenses include: homicide (all degrees); felony murder; mayhem; aggravated and substantial battery; 1st and 2nd degree sexual assault; armed robbery; administering dangerous or stupefying drugs; and, all crimes against children as identified in Chapter 948 of Wisconsin Statutes.
7. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any other offense not listed in Number 6 shall notify the DHHS or its designee immediately. Offenses include but are not limited to: criminal gang member solicitations; simple possession; endangering public safety; robbery; theft; or, two (2) or more misdemeanors involving separate incidences within the last three (3) years.
8. DHHS contract agency employees and employees of agencies/organizations with which the DHHS has reimbursable agreements who provide direct care and services to children and youth, charged with any of the offenses referenced in Number 6 and Number 7, shall notify the DHHS or its designee within two (2) business days of the actual arrest.
9. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction as stated in Number 6, or a conviction that occurred less than three (3) years from the date of employment as stated in Number 7, the DHHS or its designee shall issue a letter of intent within 10 working days to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth.
10. The DHHS or its designee, upon receipt of notification of potentially disqualifying past criminal misconduct or pending criminal charges as stated in Number 6 and Number 7 of this Resolution, shall terminate the contract or other agreement if, after 10 days' notice to the contract agency, the DHHS or its designee has not received written assurance from the agency that the agency has taken appropriate action towards the convicted current or prospective employee consistent with the policy expressed in this Resolution.
11. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any crime under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, and the conviction occurred within the last five (5) years from the date of employment or time of application, shall notify the DHHS or its designee immediately.
12. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, the DHHS or its designee shall issue a letter of intent, within 10 working days, to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth. Current or prospective employees of DHHS contract agencies or other reimbursable agreements who have not had a conviction within the last five (5) years under the Uniform Controlled Substances Act Under Chapter 961 of Wisconsin Statutes, excluding simple possession, shall not be subject to the provisions of this Resolution.

MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)

**Certification Statement – Resolution Regarding Background Checks on
Employees of DHHS Contract Agencies and Agencies/Organizations having Reimbursable Agreements
Providing Direct Services to Children and Youth**

**CERTIFICATION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS
FOR AGENCIES SERVING YOUTH**

This is to certify that _____
(Enter Name of Agency/Organization)

- (1) has received and read the enclosed, “PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH;”
- (2) has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,
- (3) is in compliance with the provisions of File No. 99-233, the Resolution requiring background checks.

Authorized Signature _____ Date _____

Authorized Party Name and Title *(please print)*

Agency Name *(please print)*

RETURN SIGNED FORM WITH 2012 Professional Service Contract

**CERTIFICATION STATEMENT
ATTACHMENT C**

RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS

(Applies to all agencies with employees who meet the definition of “caregiver”, per definition below)

Contract agencies and agencies with which the DHHS has reimbursable agreements shall certify, by written statement, that they will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS 13, Wis. Admin. Code State of Wisconsin Caregiver Program (all are online at <http://www.legis.state.wi.us/rsb/code.htm>). Agencies under contract shall conduct background checks at their own expense.

DEFINITION: EMPLOYEES AS CAREGIVERS (Wisconsin Caregiver Program Manual, <http://dhs.wisconsin.gov/caregiver/pdffiles/Chap2-CaregiverBC.pdf>)

A caregiver is a person who meets all of the following:

- is employed by or under contract with an entity;
- has regular, direct contact with the entity’s clients or the personal property of the clients; and
- is under the entity’s control.

This includes employees who provide direct care and may also include housekeeping, maintenance, dietary and administrative staff, if those persons are under the entity’s control and have regular, direct contact with clients served by the entity.

This is to certify
that

(Enter Name of Agency/Organization)

is in compliance with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program*

Authorized Signature

Date

Authorized Party Name and Title *(please print)*

Agency Name *(please print)*