



Office of the Sheriff

David A. Clarke Jr.
Sheriff

DATE: July 16, 2014

TO: Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Richard R. Schmidt, Inspector, Office of the Sheriff, Milwaukee County

SUBJECT: Request to extend and accept State of Wisconsin Department of Transportation grant funding for Freeway Service Team in the amount of \$125,000 for the Office of the Sheriff.

REQUEST

The Sheriff of Milwaukee County requests authority to extend this grant from July 1, 2014 to December 31, 2014 and accept additional funding of \$125,000 from the State of Wisconsin Department of Transportation for the Freeway Service Team.

BACKGROUND

Effective August 1, 2008 the Milwaukee County Sheriff entered into an agreement with the Wisconsin Department of Transportation to provide for the operating of and providing equipment for a Freeway Service Team (FST) on the Milwaukee County Freeway System until June 30, 2009 with initial funding of \$371,000. Five subsequent amendments have cumulatively extended the contract through June 30, 2014 and increased the total funding to \$1,503,332. The Freeway Service Team provides expedited clearance of disabled and crashed vehicles made possible by the presence of FST vehicles continuously patrolling designated segments of Interstate and U.S. highways during designated hours. The primary goal of the Freeway Service Team is quick clearance of traffic incidents thereby improving safety and minimizing traffic delays and congestion. The FST shall accomplish this goal by providing minor repairs for disabled vehicles; pushing disabled vehicles off the highway; providing fuel; clearing debris from disabled vehicles, small non-hazardous debris, and debris that is otherwise disruptive to traffic flow; directing traffic and assisting with traffic control; providing traffic and incident information to the WisDOT Statewide Traffic Operations Center (STOC); providing traffic and pavement condition reports; and providing informational literature to motorists. FST vehicles are typically equipped with push bumpers, traffic cones, electronic changeable message boards, radios, mobile phones, and other necessary equipment to provide quick clearance type services. Aid within the scope of operations of the FST is rendered free of charge to the motorist.

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mksheriff.org>

The Milwaukee County Sheriff shall operate and maintain the FST on the Milwaukee County Freeway System between the hours of 6:00 AM and 10:00 PM Monday through Friday except state holidays.

Weekend, holiday, or extended shift hours, if requested by the Department, shall be in addition to the regularly scheduled hours.

The Freeway Service Team area consists of I-94 from the Milwaukee/Racine County line to the Milwaukee/Waukesha County line, I-894 in its entirety, I-43 from downtown Milwaukee to the Milwaukee/Ozaukee County line, I-794 between Carferry Drive and the Marquette Interchange, and US 45 from I-94 to the Milwaukee/Waukesha County line.

The Freeway Service Team shall continuously drive the service area locating, responding, and clearing minor traffic incidents. The FST shall assist motorists whose vehicles have suffered mechanical failure or have been involved in minor traffic crashes. The FST shall be responsible for clearing the traffic lanes of the highway of automobiles, motorcycles, small trucks and small non-hazardous debris material. Vehicles shall be removed from the traveled way, exclusive of shoulders, by pushing. Abandoned or unattended vehicles shall be removed in accordance with Wis. Stats. 342.40. The FST shall not provide towing or wrecker services.

This contract period is from July 1, 2014 to December 31, 2014. This service shall be provided by the Milwaukee County Sheriff who shall be reimbursed for this service by the Wisconsin Department of Transportation at the rates of \$59.74 per standard labor hour and \$44.00 per overtime labor hour for each Deputy Sheriff assigned to the Freeway Service Team. This amendment will be followed by a new contract which will begin on January 1, 2015.

FISCAL NOTE

Grant funding awarded for the period of July 1, 2014 through December 31, 2014 is \$125,000 increasing the total contract amount to \$1,628,332. All funding for this period will be used for wages and fringe benefits. No matching funds are required.

Richard R. Schmidt, Inspector
Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive
Supervisor Theodore Lipscomb, Sr. Chair, Judiciary, Safety & General Services Committee
Kelly Bablitch, Chief of Staff
Alexis Gassenhuber, Committee Clerk
Erica Hayden, Research Analyst

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mksheriff.org>

(ITEM) From the Sheriff requesting the authority to extend and accept, if awarded, State of Wisconsin Department of Transportation funds in the amount of \$125,000 to operate a Freeway Services Team on the Milwaukee County Freeway System from July 1, 2014 through December 31, 2014:

A RESOLUTION

WHEREAS, the State of Wisconsin Department of Transportation has authorized the Milwaukee County Sheriff to maintain a Freeway Services Team to operate on the Milwaukee County Freeway System and provide expedited clearance of disabled and crashed vehicles thereby improving safety and minimizing traffic delays and congestion; and

WHEREAS, the State of Wisconsin has identified the service area as I-94 from the Milwaukee/Racine County line to the Milwaukee/Waukesha County line, I-894 in its entirety, I-43 from downtown Milwaukee to the Milwaukee/Ozaukee County line, I-794 between Carferry Drive and the Marquette Interchange, and US 45 from I-94 to the Milwaukee/Waukesha County line; and

WHEREAS, the Milwaukee County's Sheriff Office will provide a Freeway Service Team to continuously drive the service area locating, responding to, and clearing minor traffic incidents. The FST shall assist motorists whose vehicles have suffered mechanical failure or have been involved in minor traffic crashes. The FST shall be responsible for clearing the traffic lanes of the highway of automobiles, motorcycles, small trucks and small non-hazardous debris material; and

WHEREAS, the original grant became effective August 1, 2008 and extended to June 30, 2009 and funded for \$371,000. There have been five grant amendments through June 30, 2014 with total cumulative funding of \$1,503,332; and

WHEREAS, this amendment to the grant period is for July 1, 2014 through December 31, 2014; and

WHEREAS, the Milwaukee County's Sheriff Office will bill the State of Wisconsin Department of Transportation on a monthly basis for Deputy Sheriff straight time with overhead included at \$59.74 per hour and overtime hours excluding overhead at \$44.00 per hour; and

BE IT RESOLVED, the Sheriff is hereby authorized to execute an amendment to the existing grant with the State of Wisconsin Department of Transportation for provision of a Freeway Service Team on the Milwaukee County Freeway System for a total of \$125,000, bringing the total cumulative grant funding to \$1,628,332.

FISCAL NOTE

The expenditures incurred for this grant extension will be absorbed in 2014 Adopted Budget for the Office of the Sheriff and offset by the increase in operating revenues. Funding does not require any matching funds and do not include equipment purchases.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 06/16/2014

Original Fiscal Note X

Substitute Fiscal Note

SUBJECT: The Sheriff of Milwaukee County requests the authority to accept grant funding of \$125,000 from the State of Wisconsin Department of Transportation for the services of a Freeway Services Team (FST) on the Milwaukee County Freeway System.

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| X Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| X Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| X Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$125,000	
	Revenue	\$125,000	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Sheriff of Milwaukee County is requesting authority to accept grant funding from the Wisconsin Department of Transportation for a Freeway Services Team (FST) to operate on the Milwaukee County Freeway System for the period of July 1, 2014 through December 31, 2014. Grant funds of \$125,000 do not require any matching funds and do not include any equipment purchases.

This contract extension will not have any impact on the current year budget as expenditures will be absorbed within the operating budget and will be offset by operating revenues.

Department/Prepared By William R. Lethlean, Public Safety Fiscal Administrator

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.
JSGS September 2014 Packet



Division of Transportation
System Development
Bureau of Traffic Operations
Statewide Traffic Operations Center
433 W St Paul Ave., Suite 300
Milwaukee, WI 53203

Scott Walker, Governor
Mark Gottlieb, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (414) 227-2166
Facsimile (FAX): (414) 227-2164
E-Mail: stoc@dot.wi.gov

June 24, 2014

Captain Daniel Hughes
Patrol Division
Milwaukee County Sheriff's Office
821 W. State Street, Room 107
Milwaukee, WI 53233

Captain Hughes:

Enclosed please find Amendment No. 6 to the contract between the Wisconsin Department of Transportation (WisDOT) and Milwaukee County Sheriff's Office (MCSO) for project ID 0072-40-40 (Milwaukee County Sheriff Freeway Service Team). There are two signed original copies of the contract; one for MCSO records and one to be returned to WisDOT.

Amendment No. 6 pays actual costs up to a maximum of \$125,000 and will be completed by December 31, 2014. This amendment will be followed up with a new contract which will begin on January 1, 2015.

Please mail one signed copy to me at the address above.

Best regards,

A handwritten signature in black ink, appearing to read "Randall J. Hoyt".

Randall J. Hoyt, PE
Freeway Service Team Program Manager
Wisconsin Department of Transportation
Bureau of Traffic Operations

CONTRACT
BETWEEN
WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
MILWAUKEE COUNTY SHERIFF'S OFFICE

For

Freeway Service Team
Milwaukee County
Project ID 0072-40-40

This contract is made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (COUNTY) and provides for operating and providing equipment for a Freeway Service Team (FST) on the Milwaukee County Freeway System, described in full detail in Attachment "A", Scope of Services.

The COUNTY will charge actual costs incurred for the work performed under this contract. Total reimbursement from the DEPARTMENT will not exceed \$371,000 over the contract term.

APPROVED Inspector Kevin A. Lan 10/16/08
For the Milwaukee County Sheriff's Office Date

APPROVED [Signature] 10/14/08
For the Wisconsin Department of Transportation Date

ATTACHMENT "A"

SCOPE OF SERVICES

1.0 INTRODUCTION

The purpose of this attachment is to define and describe a Scope of Services, including roles, responsibilities, authority, and liability, in providing a Freeway Service Team (FST) on I-94, I-43, I-894, I-794 and US 45 in Milwaukee County, Wisconsin. The FST shall be operated by the Milwaukee County Sheriff's Office (COUNTY) under contract to the Wisconsin Department of Transportation (DEPARTMENT) between August 1, 2008 and June 30, 2009. This is a continuation of a similar FST service currently operated by the COUNTY under contract to the DEPARTMENT.

Upon agreement between the DEPARTMENT and the COUNTY on the specifics contained herein; that the COUNTY shall operate the FST on the Milwaukee County Freeway System under contract to the DEPARTMENT. Specific materials and services to be provided by the COUNTY are documented in the sections below, which also identify the roles, responsibilities, authority, and liability of this service.

2.0 OVERVIEW AND DEFINITIONS

The FST provides expedited clearance of disabled and crashed vehicles made possible by the presence of FST vehicles continuously patrolling designated segments of Interstate and U.S. highways during designated hours. The primary goal of the FST service is quick clearance of traffic incidents thereby improving safety and minimizing traffic delays and congestion. The FST shall accomplish this goal by providing minor repairs for disabled vehicles; pushing disabled vehicles off the highway; providing fuel; clearing debris from disabled vehicles, small non-hazardous debris, and debris that is otherwise disruptive to traffic flow; directing traffic and assisting with traffic control; providing traffic and incident information to the WisDOT Statewide Traffic Operations Center (STOC); providing traffic and pavement condition reports; and providing informational literature to motorists. FST vehicles are typically equipped with push bumpers, traffic cones, electronic changeable message boards, radios, mobile phones, and other necessary equipment to provide quick clearance type services. Aid within the scope of operations of the FST is rendered free of charge to the motorist.

Following are definitions used throughout this agreement:

Administrator - Means an officially designated representative of the Milwaukee County Sheriff's Office. The Administrator shall be an officer of Sergeant ranking or higher for the Patrol Division of the Milwaukee County Sheriff's Office. The Administrator shall supervise the daily execution, use, and conduct of the FST. Additional functions of the Administrator are documented in the sections below.

Project Manager - Refers to the officially designated representative of the Wisconsin Department of Transportation. The Project Manager shall be the State Traffic Incident Management Engineer or their designated representative.

Operator - Means an officially designated employee of the COUNTY who operates/drives the FST vehicle.

Statewide Traffic Operations Center (STOC) - Refers to the WisDOT STOC located in downtown Milwaukee.

3.0 SCHEDULE

Under the terms of this agreement, the COUNTY shall operate and maintain the FST on the Milwaukee County Freeway System between August 1, 2008 and June 30, 2009. The patrol shall be operated between the hours of 6:00 AM and 10:00 PM Monday through Friday except state holidays. Weekend, holiday, or extended shift hours, if requested by the DEPARTMENT, shall be in addition to the regularly scheduled hours. The Project Manager, in coordination with the Administrator, reserves the right to modify or adjust hours of operation to accommodate special events, construction, major incidents, weather conditions, holidays, or other events. The Project Manager also reserves the right to add, subtract, or eliminate entirely, the hours of operation due to program needs.

If the FST Operator is on a call at the end of a shift, that Operator shall complete the stop and charge necessary time to the FST contract. This additional time charge is subject to verification by the DEPARTMENT using the submitted FST daily log record.

4.0 SERVICE AREA

The FST service area shall consist of I-94 from the Milwaukee/Racine County line to the Milwaukee/Waukesha County line, I-894 in its entirety, I-43 from downtown Milwaukee to the Milwaukee/Ozaukee County line, I-794 between Carferry Drive and the Marquette Interchange, and US 45 from I-94 to the Milwaukee/Waukesha County line. The Project Manager, in coordination with the Administrator, reserves the right to modify or adjust the service area of the FST service to accommodate special events, construction, major incidents, weather conditions, holidays or other events.

5.0 SERVICES TO BE PROVIDED

The FST Operator shall continuously drive the service area locating, responding, and clearing minor traffic incidents. The FST shall assist motorists whose vehicles have suffered mechanical failure or have been involved in minor traffic crashes. The FST shall be responsible for clearing the traffic lanes of the highway of automobiles, motorcycles, small trucks (vehicles with a gross vehicle weight of 8,000 pounds or less) and small non-hazardous debris material. Vehicles shall be removed from the traveled way by pushing. The "traveled way" is the portion of the roadway intended for the movement of vehicles, exclusive of shoulders. A shoulder is the portion of the

roadway contiguous to the traveled way. Vehicles shall be removed from the left shoulder by pushing as in accordance with Wis. Stats. 346.55. Abandoned or unattended vehicles shall be removed in accordance with Section 5.7 of this agreement and Wis. Stats. 342.40. The FST shall not provide towing or wrecker services. Furthermore, the DEPARTMENT will not be responsible for or reimburse any costs associated with tow services.

This service shall be provided by the COUNTY who shall be reimbursed for this service by the DEPARTMENT. Services rendered under this program shall be free of charge to the motorists receiving services.

When and where conditions permit, simple repairs may be performed on a motorist's vehicle while on the highway shoulder. Where conditions do not allow such repairs, the FST shall assist the motorist in obtaining tow services to remove the vehicle from the highway.

If a vehicle is carrying hazardous materials, the Administrator shall be notified immediately and before any services are rendered.

Detailed descriptions of services to be provided are described below.

5.1 Interaction with motorists:

The FST shall initially inform the driver of any assisted vehicle that:

- FST services are being provided free of charge as a courtesy by the Wisconsin Department of Transportation through a contract with Milwaukee County. (FST Operator shall provide service literature, traffic safety literature and comment card to motorist. These materials will be provided to the Administrator by the Project Manager.)
- The FST may attempt minor emergency repairs if time permits once the vehicle is cleared to the shoulder of the highway or freeway.
- Should minor emergency repairs not prove feasible or effective, the FST shall assist the motorist in making arrangements for further service, towing or transportation.

The FST shall maintain and make available to assisted motorists a cellular telephone to enable them to make at most two local telephone calls. The FST shall also maintain and make available to assisted motorists a complete and current copy of the local telephone company "Yellow Pages," which contains phone numbers of local tow operators and motor clubs.

5.2 Mechanically disabled vehicles - problem apparent:

If the problem with a disabled vehicle is readily apparent and can be remedied quickly, the FST Operator should perform the needed service while on the highway shoulder. For example, the FST may change flat tires, provide battery "jump" starts, provide up to 2

gallons fuel, or provide a maximum of ten (10) minutes of service attempting to repair a disabled vehicle.

5.3 Mechanically disabled vehicles - problem not readily apparent or repair time exceeds 10 minutes:

If a vehicle cannot be repaired within the 10 minute time limit or the FST Operator cannot immediately ascertain the source of the problem, the Operator shall assist the motorist in obtaining tow service to remove the vehicle from the highway shoulder.

5.4 Vehicles involved in traffic crashes:

Under no circumstances should the FST Operator attempt to repair a crashed vehicle in order to make it mobile. All crashed vehicles shall be removed as promptly as possible to the highway shoulder. Vehicles unable to move under their own power shall be pushed to the shoulder. Relocation of vehicles involved in crashes shall occur only after consideration of personal injuries and assessment of the situation by the Operator.

5.5 Debris removal:

The FST shall also be responsible for removing non-hazardous debris material from the highway. Small debris may be removed by hand while large debris may be removed by utilizing the FST vehicle.

5.6 Refusal of motorist to allow a disabled vehicle to be cleared from traffic lanes:

Should a motorist refuse to allow a disabled vehicle to be pushed from a highway or freeway, the FST Operator shall follow Milwaukee County Sheriff's Office operational procedures. The Operator shall inform the driver that:

- While emergency stopping is allowed, it is a violation of Wisconsin statutes to allow the vehicle to obstruct the regular flow of traffic, which includes vehicles occupying the shoulder of a highway.

5.7 Unattended and abandoned vehicles:

When an unattended vehicle is observed outside the traveled way and left shoulder, the FST Operator shall courtesy tag the vehicle. For the purpose of this agreement an unattended vehicle is defined as a vehicle on the traveled way or shoulder with no one occupying the vehicle or attending to the vehicle. The FST Operator shall identify the last known registrant of the vehicle and make telephone contact with the last known registrant. The FST Operator shall request the last known registrant remove their vehicle from the location as soon as possible. As per Wis. Stats 342.40, the FST Operator shall obtain a towing service to remove any vehicle that has been left unattended for more than 2 hours or the period set by the local governing body thereof, or if the FST Operator deems the vehicle a hazard.

When an unattended vehicle is observed on the traveled way or on the left shoulder, the FST Operator shall use his/her discretion to determine if the unattended vehicle is a traffic hazard and the need to remove the vehicle immediately by tow or by pushing.

5.8 Transportation of people:

The FST Operator shall be authorized to transport up to as many people per incident as there are available seat belts in the FST vehicle to the nearest safe location within 0.5 miles of the Freeway. If more people require transportation, the FST Operator shall contact the Administrator for assistance.

5.9 Animals:

The Milwaukee County Public Safety Communications Center or other designated authority shall be notified as to the location, type and condition of injured or dead animals.

5.10 Enforcement duties and assistance to other law enforcement officers:

During instances where a FST may be required to take enforcement actions or be requested to lend assistance to other law enforcement officers, the FST Operator shall follow the Milwaukee County Sheriff's Office operational procedures. During the specified hours of operation, the FST vehicles shall be exclusively dedicated to FST duties with the exception of special circumstances relating to public safety and/or security.

5.11 FST vehicle to be exclusively dedicated to patrol during specified hours of service:

During its specified hours of operation, the FST vehicle shall be exclusively dedicated to the highway service patrol and may not be removed from the patrol beat for any reason other than the following:

- to discontinue patrol at end of a shift;
- for mechanical failure of the vehicle or equipment contained therein;
- to replenish supplies that have been expended during the patrol beat such as fuel or fire extinguisher;
- to circumvent a queue to reach an incident or lane blockage;
- in response to a request for law enforcement assistance, fire department official, or at the direction of the Administrator;
- to change Operators; or
- to provide a FST Operator a rest period of no longer than 15 minutes. Such rest periods shall be outside the periods of 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m., Monday through Friday, and shall be no more frequent than one such period per four-hour portion of a given shift. A 30 minute lunch period is allowed for shifts of 8

hours or greater, subject to the excluded time periods listed above. The FST Operator is subject to call back during any break period.

Temporary removal of the FST vehicle from the beat for any of these reasons shall not exceed 30 minutes.

5.12 Reporting traffic conditions:

The FST Operator shall report traffic conditions, specifically crashes or any other incident that involves a lane blockage that cannot be immediately cleared, to the STOC. The FST shall also promptly respond to contacts and requests from the Administrator, Project Manager and/or STOC.

5.13 Prohibited activities:

FST Operators shall not be allowed to accept gratuities, perform towing service from the highway shoulder with the FST vehicle, recommend tow providers, or recommend repair shops or body shops.

The motorist is responsible for arranging any required tow of their vehicle from the highway shoulder. The FST shall not solicit or provide this tow, or recommend any contractor to the assisted motorist. As per Section 5.1, the FST shall maintain at a minimum a current copy of the local telephone company "Yellow Pages" which contains phone numbers of tow operators and motor clubs, and will provide the motorist with a cellular phone to make local phone calls.

In addition the FST shall not be allowed to perform routine traffic enforcement activities such as speed enforcement unless actions of the violator are creating hazardous conditions for other motorist. At no time should the FST Operator be running radar.

5.14 Operation of Changeable Message Sign:

FST Operators shall display messages on the vehicle-mounted Changeable Message Sign (CMS) when providing services. The DEPARTMENT will assist the COUNTY in developing appropriate and pre-programmed messages, in accordance with the TGM, for various incident situations. The use of the vehicle-mounted CMS shall provide additional warning and traveler information to drivers passing the incident scene.

5.15 DEPARTMENT and Project Manager Input:

During major incidents, special circumstances, or other situations that otherwise require the DEPARTMENT to request services from the COUNTY consistent to those services specified herein, the Project Manager will contact the Administrator to provide direction. The Statewide Traffic Operations Center may dispatch the FST to respond to incidents or disabled/abandoned vehicles that are determined to impede travel or are a hazard to motorists. These requests may be for incidents that are outside the designated service area, but within Milwaukee County.

5.16 Private Sponsorships

The Department may seek private sponsorships to wholly or partially fund FST operations in any or all of the segments specified in section 5.3.1. If private sponsorships are identified during this contract, the DEPARTMENT reserves the right to execute a new contract with the COUNTY that defines and/or clarifies the responsibility of each party.

6.0 EQUIPMENT TO BE PROVIDED

The DEPARTMENT will reimburse the COUNTY for the procurement of two FST vehicles that adhere to the vehicle and equipment requirements described in the following sections. The DEPARTMENT will provide the COUNTY with the specifications for the vehicles and necessary equipment.

6.1 Required FST vehicle:

The patrol shall utilize diesel-powered, four-wheel-drive with auto locking hubs, extended cab (i.e., two full-size doors and two half-size doors) pick-up trucks with a minimum 8800 pound Gross Vehicle Weight Rating (GVWR) rating. The vehicles shall be equipped with the following features: air conditioning; power locks, windows, and mirrors (heated); dual battery system; and cruise control if available. In lieu of the standard pick-up rear box, the patrol vehicles shall be equipped with a 6-foot 6-inch service/utility box configured to adequately accommodate the equipment and accessories specified in this proposal. The vehicles shall be able to safely and legally transport five people, (the Operator and up to four passengers), in the cab.

6.2 Vehicle accessories/equipment:

Each FST vehicle should be equipped, at a minimum, with the following vehicle-mounted accessories:

- Power Inverter, minimum 1000 watt
- Tow chains - 5/16 inch alloy or OEM specs., J.T. hook assembly
- Rubber face push bumper
- Light bar
- Interior utility compartment lighting
- Trailer hitch capable of handling a 1-7/8 inch, 2-inch and 2-5/16 inch balls
- Spot light capable of directing a beam centered in any direction of a 360 degree horizontal arc around the truck
- Rear work lights
- Rear-mounted arrow stick and red/blue LED emergency lights
- Enlarged turn signals attached to the rear truck bed
- Warning lights attached to the side of the truck, near the rear of the truck
- Safety chain D-ring or eyelet mounted on rear of truck body
- Vehicle-mounted changeable message sign assembly, full matrix LED, approximately 6' wide X 3' high, folded during transport, environmentally sealed case, character

height of 11" high, capable of displaying 3 lines of 8 characters, powered by vehicle's alternator and battery system, and controlled by handheld controller provided with sign assembly

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

6.3 Communication equipment:

Two-way Radios - The COUNTY is responsible for the cost of procuring and installing all two-way radio communication equipment they deem necessary for the vehicles.

Scanners - programmable scanners capable of scanning police agency frequencies shall also be installed in the service vehicles.

Public address system - the FST vehicles shall be equipped with an external speaker and public address system to enable the driver of a disabled vehicle to hear instructions transmitted from the cab of the FST vehicle when it is adjacent to the rear of the disabled vehicle.

6.3.1 Mobile Telephones and Global Position System (GPS)/Automated Vehicle Location (AVL) Capabilities

Each FST vehicle shall be equipped with a State-furnished GPS device and/or phone, including all related charging equipment, which will provide cellular telephone, two-way radio communication, and Global Positioning System (GPS) with Automated Vehicle Location (AVL) capabilities. The Project Manager shall be responsible for the procurement and set up costs associated with State-furnished phones as well as costs associated with monthly service charges for cellular and GPS/AVL services. The DEPARTMENT is not responsible for any damage or other acts by the COUNTY that may render the GPS device and/or phone inoperable. The COUNTY will be required to return the State-furnished GPS device and/or phone at the end of the contract.

The FST Operator shall turn the GPS device and/or phone on five (5) minutes prior to the start of each patrol. It is the responsibility of the FST Operator to ensure that the phone and GPS/AVL capabilities are operational during the entire shift. The phone shall be turned off five (5) minutes after the end of each shift. The 5 minutes prior to and after the shift is not billable, but is incidental to the normal shift hours. If the GPS device and/or phone are damaged or inoperable, the COUNTY is responsible for replacing them with the identical model within 24 hours. A spare charging cord is required in the FST vehicle at all times. The COUNTY is responsible for any additional charging cords. The phone shall NOT be used by the COUNTY for personal use.

The cellular telephone/two-way radio is used by the STOC, Project Manager, and other Law Enforcement agencies for communicating with the FST Operator. In the event that motorists assisted by the FST require a telephone to arrange for towing, the COUNTY

allows limited use of the cellular phone by the motorist.

6.4 Toolbox:

Each FST vehicle shall be required to have a toolbox with the following minimum number of tools/supplies. This list may be supplemented at the COUNTY'S option and expense.

- Screwdrivers: Standard 1/8", 3/16", 1/4", 5/16" (1 each minimum) Phillips head #1 and #2 (1 each minimum)
- Needle nose pliers (1)
- Adjustable rib joint pliers, 2" minimum capacity (1)
- Crescent wrench 8" and 12" (1 each)
- Hammer, 5 pound (1)
- Mallet, rubber (1)
- Tape, electrical (1 roll)
- Tape, duct, 5 inch x 20 yd roll (1)
- Tire pressure gauge (1)
- Mechanic's wire (1 roll)
- Bolt cutters (1)
- Hacksaws (2 blades)

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

6.5 Service accessories and parts:

In addition to the above, each FST vehicle shall be required to carry the following parts and supplies to perform the repairs and services required:

- Mobile Data Computer
- Oxygen Unit
- EMS Kit
- Switch Box
- Radio Console
- Mag Light
- CB Radio
- AED External Defibrillator
- Diesel fuel (5 gallons)
- Gasoline, unleaded (5 gallons)
- Water (5 gallons)
- Vehicle fuses blade type and glass tube type 2 each 5,10,15,20,30 amp
- Safety chains (minimum 5 feet) (4)
- Fire extinguisher (10 lb. Chemical ABC)
- Fire extinguisher (10 lb. Chemical BC)
- Pry bar, 36" or longer (1)

- Wood chalks/blocks, 4" x 6" x 12" (3)
- Broom, street, 24" wide (1)
- Shovel, square point (1)
- Fuses (highway flares), 15 minute (12)
- Cones 28" (16)
- Advanced Warning roll up or collapsible type sign that is 48" wide with MUTCD compliant fluorescent pink background and black lettering and/or image (4)
 - i. Be Prepared to Stop
 - ii. Emergency Scene Ahead
 - iii. Merge Left
 - iv. Merge Right
- Lock out set
- Jack, hydraulic 2-ton, floor (1)
- Four-way lug wrench (1 std., 1 metric)
- Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity
- Heavy-duty battery booster pack
- Funnel, multi-purpose, flexible spout (1)
- 5-gallon can filled with sand (1)
- Trash can, 5 gallon (1)
- Rope, nylon or poly, 100 feet
- Dog snare

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

Storage of diesel fuel and gasoline shall be outside the pick-up truck's passenger cab. All accessories, parts, and service equipment shall be securely fastened to the FST vehicle to prevent displacement during sudden stops. Watertight containers shall be used to store liquids.

6.6 Pre-operation inventory:

The DEPARTMENT will inventory each FST vehicle at least 5 days prior to the service start date. Documentation of the vehicle identification number and successful completion of the inventory shall be kept on file at the Project Manager's office. The Project Manager may conduct subsequent inventorying of either vehicle upon 24-hour notification to the Administrator for the duration of the contract.

The FST Operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the toolbox and other required supplies prior to the start of each shift. An inspection/inventory sheet shall need to be completed prior to the start of each shift. Any item missing must be replaced or replenished before the start of the shift. Vehicle maintenance shall be performed during non-service hours.

6.7 Vehicle Identification:

Each FST vehicle shall be identified with both official FST logos and markings and with the Milwaukee County Sheriff's Office emblem. The Milwaukee County Sheriff's Office emblem shall be no more than 20 x 20 inches.

All vehicles utilized for the WisDOT FST Program shall be painted as specified by the Project Manager. In the event the DEPARTMENT obtains outside sponsorship for the FST program as described in section 5.16, the vehicle identification specifications may require modification including re-painting, and re-decals. The COUNTY will not be responsible for costs associated with modifying vehicle identification. WisDOT FST emblems/markings as well as vehicle identification numbers will be required on both sides of all FST vehicles per details furnished by the DEPARTMENT. Each FST vehicle shall also display an identification number on both the left and right front fenders, and on the left and right side of the truck body. All FST vehicle markings are maintained in a clean and readable condition throughout the FST operation.

Additional vehicle identification shall be mirror imaged in letters not less than 4" high, centered above the grill. The placement of this identification shall be on the curved surface of the hood or can be placed on a flat plastic type bug screen.

6.8 Vehicle Title:

The title of the FST vehicle shall be in the COUNTY's name. If requested by the Project Manager, the COUNTY will transfer the title to the DEPARTMENT.

6.9 Vehicle Out of Service:

Should one of the FST vehicles be out of service or unavailable, the other FST vehicle should be used for both FST shifts. The Administrator shall notify the Project Manager any time one of the FST vehicles is not available for normal service hours. If the COUNTY's preferred vendor is not able to perform the needed service, or if requested by the DEPARTMENT, the COUNTY must obtain a minimum of two bids and obtain approval from the Project Manager prior to authorizing services.

6.10 Other FST Vehicle Uses:

The FST vehicles can be used for other activities upon approval of the Project Manager. The Project Manager may request the vehicle and Operator to be available for demonstrations, traffic safety trainings, or other promotional activities. Costs for these activities shall be fully reimbursed by the DEPARTMENT.

The COUNTY may have instances when the FST vehicle would be requested for activities outside of its normal hours of operation as described in Section 3.0. For these instances the Administrator must request approval from the Project Manager 72 hours prior to the event. If approved, the COUNTY agrees to pay for Operator time and to replenish any equipment used at the COUNTY'S expense and prep it for primary use for the next shift.

6.11 Vehicle Disposal:

At the end of the contract, the vehicles and all related equipment must be returned to the DEPARTMENT. Alternatively, the COUNTY may purchase the vehicle and equipment from the DEPARTMENT at fair market value.

7.0 EMPLOYEE/OPERATOR REQUIREMENTS

FST Operators shall meet the following minimum requirements.

7.1 Operator Qualification - General:

Potential Operators shall be sufficiently experienced in the tasks of roadside service operations to provide safe and proper service and must be capable of demonstrating their abilities prior to formal training. Additionally, the Operators shall be expected to exercise reasonable judgment in carrying out their duties.

7.2 Training:

All FST Operators, including back-up Operators shall be required to attend and complete a COUNTY departmental FST training session prior to operation of the FST vehicle. All training shall be conducted by the current FST staff and shall include program details, customer service and roadside service safety as well as geographical areas of responsibilities. All FST Operators shall also be required to successfully complete a standard first aid training course, including use of AED equipment.

Additionally, all FST Operators are required to attend up to eight (8) hours of additional training as deemed necessary by the DEPARTMENT. Said training will be provided by the Project Manager free of charge and FST Operator travel expenses to attend the training will be reimbursed by the DEPARTMENT. The training session(s) will be conducted throughout the state and coordinated by the Project Manager.

The following elements are to be included in the training program:

- a. Patrol Procedures
- b. Patrol Driver Courtesy
- c. Emergency Response/Incident Management/Traffic Control
- d. Hazmat Response
- e. Field Service Reports
- f. Traffic Reporting
- g. Towing/Pushing Procedures
- h. Inter-Agency Communications
- i. Safety
- j. National Incident Management System (NIMS)/Incident Command System (ICS)

7.3 Uniforms:

The COUNTY shall provide all FST Operators with appropriate uniforms, shoes, and other safety equipment. Mandatory uniform items include a standard uniform for each

driver consisting of ANSI Class II or III (as appropriate) safety vests, protective shoes or boots, jackets and reflectorized rain gear. All vests, jackets and reflectorized rain gear will have the FST logo on them as to easily identify the program to motorists being assisted. The exact specifications of the standard uniform for FST Operators will be determined by the Project Manager and may be modified to meet the needs of the DEPARTMENT at anytime during the contract.

A photo identification badge is to be provided by the COUNTY as specified by the Project Manager.

8.0 RECORD KEEPING AND REPORTING

The COUNTY shall obtain and maintain records sufficient to document the costs incurred in procuring and equipping the FST vehicle and providing the specified services over the life of the contract.

8.1 Daily Logs:

The FST Operator shall complete a daily log, which will be provided by the Project Manager. These records shall be submitted to the Project Manager monthly. The COUNTY shall permit the Project Manager to inspect all records of the COUNTY relating to its performance as the FST provider for the duration of this contract and for three years after the contract has expired.

8.2 Review Meetings:

The COUNTY shall meet with the Project Manager up to 4 times per year to review the effectiveness of the FST. These meetings are intended to debrief both parties regarding the operation of the FST, its intended purpose, and its effectiveness in delivering the Scope of Services.

8.3 Wisconsin Department of Transportation Questionnaire/Response Form:

The COUNTY shall distribute a pre-addressed, postage-paid FST Questionnaire/Response Form, provided by the Project Manager, to every individual receiving assistance from the FST Operator.

The DEPARTMENT will design the form for the COUNTY and provide an initial supply. The COUNTY shall be responsible for keeping records of all costs associated with reproduction of additional survey forms, distribution, and postage for reimbursement. The DEPARTMENT shall create a monthly summary of motorist responses and provide this information to the COUNTY. The COUNTY shall also be responsible for ensuring an adequate supply of forms is present at all times in the FST vehicle.

9.0 BASIS OF PAYMENT

The DEPARTMENT shall reimburse the COUNTY for the reasonable expenses, up to \$136,000, involved in procuring two suitable trucks and customizing and equipping them to meet the requirements specified in Section 6.0. The DEPARTMENT shall coordinate with the COUNTY to determine which vehicle bid shall be procured. Vehicle accessories (e.g., lights, signs, emergency equipment, etc.), consumable items used to aid motorists, cellular phone airtime, and other incidental expenses (as approved by the DEPARTMENT) excluding labor expenses will be reimbursed at their actual cost. The COUNTY shall include proper documentation (e.g., receipts, copies of official logs, etc.) of all charges to be reimbursed. Total reimbursements, not including the vehicle procurement, will not exceed \$235,000 without written authorization from the DEPARTMENT.

Equipment charged as a direct cost to this contract shall be subject to the rules for equipment purchased under grants to local subrecipients as outlined in 49 CFR 18.32.

The DEPARTMENT shall reimburse the COUNTY for labor on an hourly basis for service rendered by the FST during the normal hour increments. Overtime, when requested by the DEPARTMENT, shall be paid in accordance with the collective bargaining agreement in effect between the Operator and the COUNTY.

The COUNTY reserves the right to increase its monthly charges to the DEPARTMENT, to reflect labor agreement settlements affecting the assigned deputy's salary, fringe benefits, and any other increased costs, which occur within the term of this Agreement. In addition, the COUNTY shall bill the DEPARTMENT retroactively for any increased costs attributable to such labor agreement settlements when the COUNTY'S costs of providing services under this Agreement are affected thereby.

The COUNTY and the DEPARTMENT shall retain title to the property each may acquire to fulfill its obligations under this agreement.

The COUNTY shall, within 10 business days after the end of the month and after submitting all daily logs for the month, submit an invoice for work performed in the period. Billings shall be directed to the Wisconsin Department of Transportation, Statewide Traffic Operations Center, 433 West St. Paul Ave., Milwaukee WI 53203. The invoice package shall include documentation of labor charges and copies of logs or receipts to substantiate reimbursement for consumable items. Payment of the invoice will be remitted to the COUNTY within 30 days of receipt of the invoice.

10.0 LAWS, REGULATIONS, PERMITS, INDEMNIFICATION AND INSURANCE

The COUNTY shall observe and comply with any and all requirements of the constituted public authorities and with all applicable Federal, State, or local statutes, ordinances, regulations, and standards including, but not limited to, rules and regulations promulgated from time to time by governmental agencies having jurisdiction over any phase of operation unless modified by these specifications.

The COUNTY shall furnish all licenses, permits, and authorizations required for the performance of this contract. The COUNTY shall have insurance that covers the full replacement cost of each PST vehicle, equipment and supplies contained within the vehicle. The COUNTY shall obtain a replacement cost estimate on an annual basis to ensure adequate insurance levels. If the vehicle sustains damage or is declared a total loss the COUNTY is responsible for repairing or replacing the vehicle and all equipment to return the vehicle to compliance with the requirements outlined in Section 6.0.

11.0 TERMINATION OF CONTRACT

The DEPARTMENT may terminate the Contract at any time at its sole discretion by delivering 30 days written notice to the COUNTY. In the event that the DEPARTMENT elects to terminate this contract because the COUNTY is in default here under, the COUNTY shall not be so terminated if it cures the breach within thirty (30) days, or commences and diligently pursues a cure to the satisfaction of the DEPARTMENT for those breaches not curable within thirty (30) calendar days. Upon termination the DEPARTMENT's sole liability will be to the pro-rata cost of the services performed as to the date of termination plus expenses incurred with the prior written approval of the DEPARTMENT. In the event that the COUNTY terminates the contract, for any reason whatsoever, it will refund the DEPARTMENT within 30 days of said termination, all payments made hereunder by the DEPARTMENT to the COUNTY for work not completed or not accepted by the DEPARTMENT. Such termination will require written notice to that effect to be delivered by the COUNTY to the DEPARTMENT not less than 60 days prior to said termination.

AMENDMENT #1 TO THE CONTRACT
BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
Milwaukee County Sheriff's Office

For Project ID # 0072-40-40
Milwaukee County Sheriff Freeway Service Team

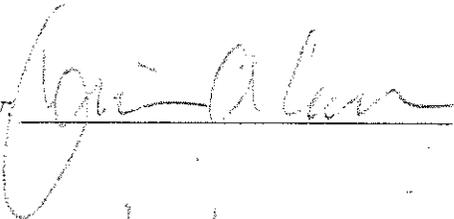
The contract made and entered into by and between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (MUNICIPALITY) dated October 14, 2008 is hereby amended as set forth on the following page, which is annexed and made part of the original CONTRACT.

The MUNICIPALITY represents that they are in compliance with appropriate Statutes and regulations relating to their profession and signify their willingness to provide the desired services.

IN WITNESS WHEREOF, the parties hereto have caused the AMENDMENT to be executed and approved on the date written by their authorized officers or representatives.

Approved for the Milwaukee County
Sheriff's Office

Approved for the State of Wisconsin
Department of Transportation

By: 

By: 

Date: 1/26/10

Date: 2/22/09

REASONS FOR AMENDMENT

The reason for this AMENDMENT is to utilize extend the service for 1 year beginning 7/1/2009 and continuing until 6/30/2010. This amendment will increase the total cost of the contract from \$371,000 to \$591,583 (an increase of \$220,583)

Services under this amendment will be complete by June 30, 2010.

ALL SERVICES

As a result of this AMENDMENT the MUNICIPALITY Services will be preformed for the DEPARTMENT'S Division of Transportation System Development, Bureau of Highway Operations, State Traffic Operations Center, located in Milwaukee, WI and will be extended until June 30, 2010. Compensation for all Services provided by the MUNICIPALITY under terms of the CONTRACT shall be actual costs to the MUNICIPALITY up to a maximum amount of \$591,583 (\$220,583 increase). Compensation for all services provided by the MUNICIPALITY under terms of this contract shall not exceed \$591,583 (\$220,583 increase). Compensation in excess of this maximum amount will not be allowed unless authorized by a written contract change order. Compensation for costs incurred as a result of improper performance by the MUNICIPALITY will not be allowed

AMENDMENT #2 TO THE CONTRACT
BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
Milwaukee County Sheriff's Office

For Project ID # 0072-40-40
Milwaukee County Sheriff Freeway Service Team

The contract made and entered into by and between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (MUNICIPALITY) dated October 14, 2008 is hereby amended as set forth on the following page, which is annexed and made part of the original CONTRACT.

The MUNICIPALITY represents that they are in compliance with appropriate Statutes and regulations relating to their profession and signify their willingness to provide the desired services.

IN WITNESS WHEREOF, the parties hereto have caused the AMENDMENT to be executed and approved on the date written by their authorized officers or representatives.

Approved for the Milwaukee County
Sheriff's Office

Approved for the State of Wisconsin
Department of Transportation

By: Jusp Kevin Alcar

By: David Smith

Date: 06/22/10

Date: 7-1-10

REASONS FOR AMENDMENT

The reason for this AMENDMENT is to utilize extend the service for 1 year beginning 7/1/2010 and continuing until 6/30/2011. This amendment will increase the total cost of the contract from \$591,583 to \$812,166 (an increase of \$220,583)

Services under this amendment will be complete by June 30, 2011.

ALL SERVICES

As a result of this AMENDMENT the MUNICIPALITY Services will be performed for the DEPARTMENT'S Division of Transportation System Development, Bureau of Highway Operations, State Traffic Operations Center, located in Milwaukee, WI and will be extended until June 30, 2011. Compensation for all Services provided by the MUNICIPALITY under terms of the CONTRACT shall be actual costs to the MUNICIPALITY up to a maximum amount of \$812,166 (\$220,583 increase). Compensation for all services provided by the MUNICIPALITY under terms of this contract shall not exceed \$812,166 (\$220,583 increase). Compensation in excess of this maximum amount will not be allowed unless authorized by a written contract change order. Compensation for costs incurred as a result of improper performance by the MUNICIPALITY will not be allowed

AMENDMENT NO. 3 TO THE CONTRACT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND
MILWAUKEE COUNTY SHERIFF'S OFFICE (COUNTY)
FOR PROJECT I.D. 0072-40-40
MILWAUKEE COUNTY SHERIFF FREEWAY SERVICE TEAM

The contract made and entered into by and between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (COUNTY) dated October 14, 2008 is hereby amended as set forth on the following pages, which is annexed and made part of the original CONTRACT.

The COUNTY represents that they are in compliance with appropriate Statutes and regulations relating to their profession and signify their willingness to provide the desired services.

In witness whereof, the parties hereto have caused this AMENDMENT to be executed and approved on the date written by their authorized officers or representatives.

Approved for the Milwaukee County
Sheriff's Office

By: David A. Clark Jr.

Date: RECEIVED FEB 03 2012

Approved for the State of Wisconsin
Department of Transportation

By: [Signature]

Date: 02-06-12

APPROVED AS TO FORM

[Signature]
CORPORATION COUNSEL

AMENDMENT NO. 4 TO THE CONTRACT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND
MILWAUKEE COUNTY SHERIFF'S OFFICE (COUNTY)
FOR PROJECT I.D. 0072-40-40
MILWAUKEE COUNTY SHERIFF FREEWAY SERVICE TEAM

The contract made and entered into by and between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (COUNTY) dated October 14, 2008 is hereby amended as set forth on the following pages, which is annexed and made part of the original CONTRACT.

The COUNTY represents that they are in compliance with appropriate Statutes and regulations relating to their profession and signify their willingness to provide the desired services.

In witness whereof, the parties hereto have caused this AMENDMENT to be executed and approved on the date written by their authorized officers or representatives.

Approved for the Milwaukee County
Sheriff's Office

By: *Kevin A. Clark Jr.*

Date: 07-23-12

Approved for the State of Wisconsin
Department of Transportation

By: *[Signature]*

Date: 06/25/2012

REASON FOR AMENDMENT:

For the purpose extending Freeway Service Team services, this Amendment:

1. Increases the maximum contract amount to \$1,253,332.00.
2. Extends the contract completion date by 12 month to June 30, 2013.

ALL SERVICES:

The COUNTY services will be performed for the DEPARTMENT's Division of Transportation System Development, Bureau of Traffic Operations, Statewide Traffic Operations Center office located in Milwaukee, WI and will be completed by **June 30, 2013**. Compensation for all Services provided by the COUNTY under terms of the CONTRACT shall be:

- (1) Actual costs to the COUNTY up to a maximum amount of \$1,253,332 (*Increase of \$220,583.00*).

Compensation for all services provided by the COUNTY under the terms of this contract shall not exceed \$1,253,332 (*Increase of \$220,583.00*).

Compensation in excess of this maximum amount will not be allowed unless authorized by a written contract change order. Compensation for costs incurred as a result of improper performance by the COUNTY will not be allowed.

A handwritten signature in black ink, appearing to read "J. J. [unclear]", is located in the lower right quadrant of the page.

AMENDMENT NO. 5 TO THE CONTRACT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND
MILWAUKEE COUNTY SHERIFF'S OFFICE (COUNTY)
FOR PROJECT I.D. 0072-40-40
MILWAUKEE COUNTY SHERIFF FREEWAY SERVICE TEAM

The contract made and entered into by and between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (COUNTY) dated October 14, 2008 is hereby amended as set forth on the following pages, which is annexed and made part of the original CONTRACT.

The COUNTY represents that they are in compliance with appropriate Statutes and regulations relating to their profession and signify their willingness to provide the desired services.

In witness whereof, the parties hereto have caused this AMENDMENT to be executed and approved on the date written by their authorized officers or representatives.

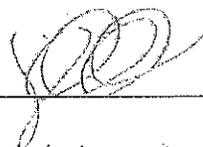
Approved for the Milwaukee County
Sheriff's Office

By: 

Date: 5/29/14

EDWARD H. BAILEY
INSPECTOR, MILW Co SHERIFF

Approved for the State of Wisconsin
Department of Transportation

By: 

Date: 12/17/13

REASON FOR AMENDMENT:

For the purpose extending Freeway Service Team services, this Amendment:

1. Increases the maximum contract amount to \$1,503,332.
2. Extends the contract completion date by 12 month to June 30, 2014.

For the purposes of modifying the contract, the Amendment:

1. Modify the following language of the original contract:

5.16 Private Sponsorships

The Department may seek private sponsorships to wholly or partially fund FST operations in any or all of the segments specified in section 5.3.1. If private sponsorships are identified during this contract, the DEPARTMENT reserves the right to require the COUNTY to adhere any and all new requirements as defined within a sponsorship contract.

ALL SERVICES:

The COUNTY services will be performed for the DEPARTMENT's Division of Transportation System Development, Bureau of Traffic Operations, Statewide Traffic Operations Center office located in Milwaukee, WI and will be completed by **June 30, 2014**. Compensation for all Services provided by the COUNTY under terms of the CONTRACT shall be:

- (1) Actual costs to the COUNTY up to a maximum amount of **\$1,503,332.00** (*Increase of \$250,000.00*).

Compensation for all services provided by the COUNTY under the terms of this contract shall not exceed **\$1,503,332.00** (*Increase of \$250,000.00*).

Compensation in excess of this maximum amount will not be allowed unless authorized by a written contract change order. Compensation for costs incurred as a result of improper performance by the COUNTY will not be allowed.

APPROVED AS TO FORM

Michael C. Wood
CORPORATION COUNSEL
4-17-14

X *[Signature]*
FST MAINTENANCE
5-7-14

AMENDMENT NO. 6 TO THE CONTRACT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND
MILWAUKEE COUNTY SHERIFF'S OFFICE (COUNTY)
FOR PROJECT I.D. 0072-40-40
MILWAUKEE COUNTY SHERIFF FREEWAY SERVICE TEAM

The contract made and entered into by and between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (COUNTY) dated October 14, 2008 is hereby amended as set forth on the following pages, which is annexed and made part of the original CONTRACT.

The COUNTY represents that they are in compliance with appropriate Statutes and regulations relating to their profession and signify their willingness to provide the desired services.

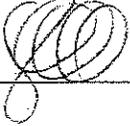
In witness whereof, the parties hereto have caused this AMENDMENT to be executed and approved on the date written by their authorized officers or representatives.

Approved for the Milwaukee County
Sheriff's Office

By: _____

Date: _____

Approved for the State of Wisconsin
Department of Transportation

By:  _____

Date: 6/6/14

REASON FOR AMENDMENT:

For the purpose extending Freeway Service Team services, this Amendment:

1. Increases the maximum contract amount to \$1,628,332
2. Extends the contract completion date by 6 month to December 31, 2014.

ALL SERVICES:

The COUNTY services will be performed for the DEPARTMENT's Division of Transportation System Development, Bureau of Traffic Operations, Statewide Traffic Operations Center office located in Milwaukee, WI and will be completed by **December 31, 2014**. Compensation for all Services provided by the COUNTY under terms of the CONTRACT shall be:

- (1) Actual costs to the COUNTY up to a maximum amount of **\$1,628,332** (*Increase of \$125,000.00*).

Compensation for all services provided by the COUNTY under the terms of this contract shall not exceed **\$1,628,332.00** (*Increase of \$125,000.00*).

Compensation in excess of this maximum amount will not be allowed unless authorized by a written contract change order. Compensation for costs incurred as a result of improper performance by the COUNTY will not be allowed.



David A. Clarke Jr.
Sheriff

County of Milwaukee
Office of the Sheriff

Date: June 26, 2014

To: Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

From: Richard Schmidt, Inspector, Office of the Sheriff, Milwaukee County

Subject: **From the Office of the Sheriff, requesting to execute a Professional Service Contract with CenturyLink Correctional Communications Services to provide a video visiting system for the Milwaukee County Jail.**

Background

In March of 2014 the County Board Judiciary Committee tasked Milwaukee County Sheriff's Office with issuing an RFP to seek out vendors to bid on replacing the current video visiting system. The current system was installed and "operational" in 2003. The system was riddled with problems, but functional. Throughout the years, the severity and frequency of failures increased. The vendor went bankrupt and their business is closed. Replacement parts and software support is not available. In December 2013 the video portion of video visiting totally failed. Audio only visits have continued. Replacement video visiting system capital requests were submitted in 2010, 2011, 2012, 2013, and 2014. The project never made it to the approved capital improvement budget.

The RFP was published on March 18, 2014. The site visit was on April 1, 2014 and the responses were due April 28, 2014. The format of the RFP and specifications included were authored by IMSD for the CCFS video visiting project in 2011. An additional option of a no capital cost, revenue video visiting system was included.

Six individuals were invited to participate on the scoring committee, Dr. R Koltun, County Exec's office, Julie Esch DAS, Gerry Otto, Facilities Management (he was intimately involved in maintaining the old system), Babu Thomas, IMSD, Deputy Dennis O'Donnell and Deputy Inspector Kevin Nyklewicz. Four of the six accepted the invitation.

Overview of Vendor Responses

Four vendors submitted responses/bids— Securus Technologies, AVI Systems, Black Creek Integrated Systems Corp., and CenturyLink Correctional Communications Services. Below is a brief summary of the technical and cost responses. All vendors were informed that a minimum of 10 public visiting stations must

be available at MCJ at no cost for the public to visit. The RFP **required 2 visiting stations in each housing unit** except the special medical/mental health housing units; these housing units will share 2 visiting stations.

Securus Technologies

- Securus will provide the video visitation terminals, and network equipment, for Milwaukee County Sheriff's Office (MCSO). Securus will use MCSO's existing electrical wiring and cabling. Securus will create its own Local Area Network using the existing cabling running between the existing video visitation stations and the existing network switches so traffic remains completely separate from MCSO's network traffic. There is no onsite server to operate the system or store recordings.
- The visiting schedule program does not allow for all the customizing needed by MCSO.
- Litigation history is more extensive than other vendors.
- On-site service/repair vendor is a DBE.
- Cost:
 - Option 1— Purchase \$352,955, annual maintenance \$11,940 and annual telecommunications expense \$33,540, starting year 3. Remote visits have a flat rate of \$10 for 30 minutes, 50% commission. The system has 12 months of storage.
 - Option 2— Vendor Subsidized- \$146,170 initial county contribution plus no commission until year 3, then a 40% commission. Annual maintenance \$11,940 and annual telecommunications expense \$33,540, starting year 3. The system has 12 months of storage.
 - Option 3—No cost to the County- reduction of inmate stations to 18, reduction of visitor stations to 6. The system provides only 3 months of storage. A flat rate of \$19.25 for a 30 minute call. 20% commission beginning after the system payoff or year 3. This does not meet the minimum 10-station requirement.
- Securus has its own customer-billing platform.
- Securus was the previous inmate phone software vendor, which had many unresolved negative issues, resulting in terminating the relationship.

AVI Systems

- AVI uses the Renovo Video Visiting software platform. Renovo is a software development company focused video visitation and visitation management for the detention and corrections industry. AVI Systems provides the hardware and networking equipment using non-proprietary hardware. They have constructed custom conference rooms, meeting spaces, auditoriums, education classrooms, high-definition video conferencing rooms and high-end video display systems for since 1974.
- AVI will utilize all the current wiring and visiting booths.
- Equipment is configured off-site and **Milwaukee County is responsible** for modifications.
- AVI will adhere to all of IMSD's system requirements. **AVI defers responsibility of many components to the customer's IT department (IMSD).**
- MCSO must provide an Internet connection for AVI off-site maintenance.
- Includes only 2 years of Time Warner Cable Business Class Internet service, then the annual cost of internet service (approx. \$4588 annually) is the responsibility of the County.
- Remote visiting is available at a cost (not specified in their response as required) to the visitor.

- No DBE information was provided.
- Litigation History- none
- Total Cost \$251,008.80, which includes the first year system support.
- Annual support/maintenance after year 1 is \$11,994.
- Remote video visiting—The County must sign a separate agreement. After an initial 5% deduction for processing fees, the County will receive 50% commission per visit.

Black Creek

- Black Creek's *IP Visitor*® Software Suite allows video visitation over the Internet from a home or off-site location, or from a visitor station located at the facility.
- Current customer base is in New York and a few southern states. No Midwest facility contracts exist.
- Black Creek's proposal includes a 3-year warranty covering all equipment Black Creek will provide Milwaukee County with 24/7/365 **telephone** support. Upon expiration of the 3-year warranty, Black Creek's Unlimited Support Plan is available for a annual fee (actual amount not provided in the RFP response).
- **Milwaukee County will expend resources for hardware support.**
- No litigation history
- No DBE information was provided.
- Cost Basis is a leasing proposal with \$17,250 quarterly lease payment deferred for 1 year on a 5-year lease. Total cost to county \$301,022.
- Optional necessary equipment Admin workstation \$2,000, DL Scanner \$995.00, Webcam \$225.00.
- Suggested cost per 20-minute visit was \$10.

CenturyLink

- Partnering with HomeWAV, CenturyLink currently has video visitation units installed in over 30 facilities throughout the United States, with inmate populations ranging from 17 to 1,700 inmates. The concept is that a video visitation session is like a telephone conversation, except that the calling parties can view each other.
- Visitation is self-scheduled. An inmate accesses a session and views the availability of his/her visitors; s/he may "call" any of the available visitors thereby alleviating the need to schedule a visit.
- The system uses computer tablets securely installed in the facility and visitors can use computers, tablets, and smart phones. Advertising is supported on the inmate video visitation stations. The only hardware necessary in the facility is: Broadband Internet router and the 24 port 1 gigabyte Ethernet switches in the telephone room, wireless access points and media converters.
- All support and costs are borne by CenturyLink. **No MCSO staff is needed to run and maintain the system.**

- The paying party only pays for the number of minutes used.

- The system can be turned “on or off” by each housing unit. Individual inmates can be restricted. The monitoring officer can disconnect visits.
- DBE paperwork was complete, they project they will exceed the DBE requirement of 17%.Community Business Development Partners has approved this submission.
- Litigation— neither CenturyLink Public Communications, Inc. (CPCI) nor its parent CenturyLink, Inc. has been convicted of fraud, deceit, or unlawful business dealings.
- Cost per minute with no minimum visitation length \$.65 per minute.
- Fees— Inmate pays \$1.00 to set up their video visitation account through Pay Pal.
- No costs or charges to the Sheriff’s Office.
- **Maintenance will be provided at no charge to the Milwaukee County Sheriff’s Office for the life of the agreement. Each station works independent of all other stations, so a failure of one will not affect other stations.**
- **No cost equipment, maintenance, and software upgrades for the life of the contract.**

Estimated Cost Comparison

Company	Number of "Free" public stations.	MC* Capital Cost	Bottom Line Entire System Costs 1st 2 years	Support Maintenance per year	Internet Service costs per year	Total Contract Cost to MC 5 yrs.	Projected costs to MC if system lasts 7 yrs.
Securus-Option 1	10	\$352,955.00	\$352,955.00	\$11,940.00	\$33,540.00	\$489,395.00	\$580,355.00
Securus - Option 2*	10	146170	\$367,170.00	\$11,940.00	\$33,540.00	\$503,610.00	\$698,570.00
Securus-Option 3**comm. begins yr. 3	6	0	\$636,400.00	\$11,940.00	\$33,540.00	\$772,840.00	\$1,192,200.00
Black Creek***	10	\$301,022	\$301,022.00	unk	\$4,588.00	\$314,786.00	\$323,962.00
AVI	24	\$251,008.80	\$263,002.80	\$11,994.00	\$4,588.00	\$312,748.80	\$345,912.80
CenturyLink	10	0	\$0.00	0.00	0.00	0.00	0

*MC=Milwaukee County

All of the vendors **except** CenturyLink will need to utilize County Facilities Management and IMSD. This would increase the cost of the system to the County.

The evaluation committee scored all the responses. The scoring is as follows:

1. CenturyLink 389 points
2. Black Creek 354 points
3. AVI 312 points
4. Securus 303 points

CenturyLink is the vendor with the most positive attributes.

- **Milwaukee County will not need to expend any taxpayer dollars for a full functional system that is fully maintained for the life of the contract by CenturyLink at no cost to the taxpayers.**
- **The visitor is not penalized with a flat visiting fee. They only pay for the number of minutes actually used during the visit. Ten stations located at the CJF will available for no cost visits.**
- **They offer the convenience of visiting from any location at any time.**
- **A visitor at the jail must be 18 or older and only two visitors are allowed to participate in the visit. All family members will be able to participate in the remote visit.**
- **They meet the County DBE requirements.**



Richard R. Schmidt, Inspector
Milwaukee County Office of the Sheriff

cc: Chris Able, County Executive
Supervisor Theodore Lipscomb, Chairman Committee Judiciary, Safety & General Service
Supervisor Mark Borkowski, Vice Chairman, Committee Judiciary, Safety & General Service
Alexis Gassenhuber Committee Clerk
Erica Hayden Research & Policy Analyst

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

(ITEM) From the Sheriff requesting to execute a Professional Services contract with CenturyLink Public Communications, Inc. (hereinafter CenturyLink) to provide a video visitation system for the Milwaukee County Jail.

A RESOLUTION

WHEREAS, pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting referral to the proper board committee for review and disposition, authorization to execute an inmate video visitation system contract at the Milwaukee County Jail; and

WHEREAS, no vendor is currently under contract, to provide an inmate video visitation system at the Milwaukee County Jail; and

WHEREAS, a request for proposals was published on March 18, 2014, the site visit occurred on April 1, 2014, responses were received by April 28, 2014 and an evaluation committee of four members reviewed and scored the four proposals and CenturyLink was scored the highest; and

WHEREAS, CenturyLink will provide a video visitation system to inmates incarcerated in the Milwaukee County Jail at zero cost to Milwaukee County and will maintain and support this system throughout the term of the contract agreement; and

WHEREAS, CenturyLink will not charge for video visitation at 11 designated public stations located at the Milwaukee County Jail; and

WHEREAS, the contract with CenturyLink will be for 24 months commencing the date of activation of the video visitation system with two one-year renewal options for an additional 3rd and 4th year, now, therefore

BE IT RESOLVED, that the Office of the Sheriff is hereby authorized and directed to execute a contract with CenturyLink for the provision of an inmate video visitation system at the Milwaukee County Jail.

FISCAL NOTE

The tax levy expenditures incurred for this contract are \$0. Funding does not require any matching funds.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/03/2014

Original Fiscal Note X
 Substitute Fiscal Note

SUBJECT: Request by the Sheriff of Milwaukee County to execute a Professional Services Contract with CenturyLink Public Communications, Inc. to provide a video visitation system for the Milwaukee County Jail.

FISCAL EFFECT:

- | | |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|---|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	
	Revenue	\$0	
	Net Cost	\$0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

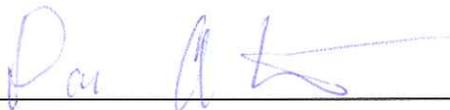
DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Sheriff of Milwaukee County is requesting to execute a Professional Services Contract with CenturyLink Public Communications, Inc. to provide a video visitation system for the Milwaukee County Jail. There is no Fiscal effect to the action.

Department/Prepared By Patricia Carravetta, Public Safety Fiscal Analyst

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

CONTRACT FOR THE VIDEO VISITATION SYSTEM AT THE MILWAUKEE COUNTY JAIL

This Video Visitation Contract (hereinafter “Agreement”) is entered into this _____ day of July, 2014 by and between the Sheriff in and for Milwaukee County, Wisconsin (hereinafter “Sheriff”), and CenturyLink Public Communications, Inc. (hereinafter “CenturyLink”). Throughout this Agreement Sheriff and CenturyLink will each be a “Party”, and collectively they will be “Parties”.

WHEREAS, Sheriff, as the Sheriff for Milwaukee County, is responsible for the operation of the Milwaukee County Jail, located at 949 North 9th Street, Milwaukee, WI 53233 (“MCJ”);

WHEREAS, Sheriff desires to provide inmates housed in the MCJ with the ability to have video visitations; and

WHEREAS, CenturyLink has proposed installing a Video Visitation System in the MCJ that inmates can utilize to place Video Visitation calls or messages to friends and family members;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants contained herein, the Parties agree as follows.

SECTION 1: SCOPE OF SERVICES

- A. Sheriff hereby contracts with CenturyLink to install a Video Visitation System and to provide Video Visitation services to inmates incarcerated in the MCJ.
- B. At no cost to Sheriff, CenturyLink will provide a Video Visitation System for the MCJ to include:
 - 1. All video visitation software
 - 2. Video visitation system hardware for a minimum of 44 visitation units. Additional units shall be installed at no charge if requested by Sheriff.
 - 3. Eleven units in the public visiting area will provide free video visiting to the family and friends of inmates incarcerated at the Milwaukee County Jail.
 - 4. All recording hardware and software including all the necessary servers
 - 5. Other hardware and necessary servers and network equipment to complete the installation
 - 6. All construction costs and network wiring and electrical costs
 - 7. Training
 - 8. Support, Maintenance and upgrades for the life of the contract at no charge.
- C. CenturyLink will supply, at its sole expense, all labor, materials, equipment, permits, and licenses (where applicable) required to supply, install, repair, and

maintain the Video Visitation System throughout the term of this Agreement. CenturyLink will not utilize County labor resources for the installation or maintenance of the video visiting system. Subject to the approval of Sheriff and Milwaukee County with respect to location and methodology of installation, CenturyLink will be responsible for infrastructure and network cabling to ensure the continued operation of the video visiting system.

- D. The Video Visitation System will consist of the equipment and supporting facilities listed in the Video Visitation Proposal and Financial Offer, RFP #6908 (“Video Visitation Proposal”) attached to this Agreement as Attachment A.
- E. The Sheriff will be responsible for providing electric power (if needed) to the Video Visitation System where required, and physical space to locate the Video Visitation System, as detailed in the Video Visitation Proposal.
- F. The Sheriff does not warrant the condition of any component of the current video visitation infrastructure. Any failures of any component of the infrastructure utilized in the CenturyLink Video Visitation installation are the sole responsibility of CenturyLink.
- G. Any fixtures, improvements and betterments, including but not limited to, cabling and visitation booth modifications, necessary for the full installation of the CenturyLink Video Visiting Installation become the property of the Sheriff.
- H. Verification and System acceptance period
Sheriff will accept the system only after successful completion of a 180-calendar day verification and system acceptance period following installation. During this time the system shall operate in conformance with manufacturer’s published specifications, and shall maintain physical performance characteristics applicable to system components. The 180-calendar day verification and system acceptance period shall be extended for an additional 180 calendar day period should any of the following occur: One major malfunction consisting of system shut down, partial or complete failure of an attendant workstation, or five (5) minor malfunctions not affecting service. Should acceptable system effectiveness level not be achieved by the end of the initial 180-calendar day verification and system acceptance period, Sheriff has the option of imposing penalties, terminating the contract or extending the initial period. Sheriff may require replacement of entire system or specific components at CenturyLink’s expense. Sheriff may reject the system by delivering written notice to CenturyLink within five (5) business days following the 180-calendar day verification and system acceptance period. Sheriff’s remedies are not mutually exclusive and the Sheriff may utilize a remedy without prejudice to any other remedies. CenturyLink shall be responsible for all expenses incurred as a result of Sheriff’s election of any of these remedies.

Final acceptance of system shall occur following the 180-calendar day verification and system acceptance period or any extended period.

Sheriff shall verify system is 100% operational including:

1. All hardware components have power and are operating correctly.
2. All operating system software is operating correctly.
3. All applications and functions are executing correctly.
4. All system users are able to access and execute all applications and functions for which they are authorized.
5. Recordings of visits can be downloaded to a DVD in a viewable format without a video player loaded on the local machine.
6. Live monitoring and cutoff is fully functional from Sheriff Staff workstations.

I.

SECTION 2: COMPENSATION

- A. In consideration for the right to provide Video Visitation service in the MCJ, CenturyLink will pay the following amounts to Sheriff:
 1. CenturyLink will pay Sheriff a commission of 10% (ten percent) of the Gross Billings (as defined below) for all calls and messages that are placed and completed using the Video Visitation System at the MCJ. Sheriff agrees that only prepaid calls and messages will be allowed from the Video Visitation System provided at the MCJ under this Agreement.
 2. CenturyLink will allow inmates incarcerated in the MCJ to place or receive calls and messages once the inmate or his/her friends or family have funded a prepaid account
 3. CenturyLink will not charge for video visitation utilizing the public stations located at MCJ.
- B. Gross Billings are defined as the amounts billed for completed prepaid Video Visitation calls and messages made by inmates, and do not include taxes or fees assessed by government entities on such calls and messages. Any uncollectible amounts will be included in the Gross Billings.
- C. Commissions will be paid monthly to Sheriff by CenturyLink within sixty (60) days after the close of each month.
- D. Call and message activity and billing reports, sufficient to verify commissions to the Sheriff, will be provided by CenturyLink with each commission statement.

SECTION 3: TERM

- A. This Agreement will have an initial term (“Initial Term”) of twenty four (24) months commencing on the date of the activation of the Video Visitation System. The Parties will memorialize the date when the Initial Term commences by way of an exchange of correspondence per the Notice provision contained in this Agreement.
- B. Upon expiration of the Initial Term, this Agreement will renew for two (2) successive one (1) year terms (“Renewal Terms”), unless either Party gives notice

of its intent not to renew at least 30 days before the expiration of the Initial Term or any subsequent Renewal Term. This subsection is subject to the early termination rights stated elsewhere in this Agreement. Hereinafter, the reference to the "Term" of this Agreement will apply collectively to the Initial Term and any applicable Renewal Terms.

SECTION 3: MAINTENANCE

- A. CenturyLink will be responsible, at its sole expense, for maintenance, upgrades, and repair of the Video Visitation System it installs. Sheriff will allow CenturyLink reasonable access during CenturyLink's normal business hours for maintenance and repair of the Video Visitation System.
- B. Should Sheriff or Sheriff's representatives observe or receive reports of any malfunction or loss of Video Visitation service, Sheriff or such representative will immediately notify CenturyLink.

SECTION 4: LOSS, DAMAGE OR DESTRUCTION

- A. Sheriff will not be liable for any loss, damage, or destruction of, or to, the Video Visitation equipment unless it is willfully or negligently caused by employees or agents of Sheriff.
- B. In the event of robbery, excessive vandalism, fraudulent usage, or governmental regulatory restrictions that prevent CenturyLink from complying with the terms of this Agreement, CenturyLink may immediately terminate this Agreement and remove the Video Visitation System from the MCJ.
 - a. Both Parties will cooperate and use their best efforts to prevent vandalism and damage to the Video Visitation system, and to reduce fraudulent calling.

SECTION 5: CHARGES AND PROGRAMMING OF VIDEO VISITATION UNITS

- A. CenturyLink will charge inmates at the rate of \$0.65 per minute for calls made using the Video Visitation System, and all calls will be billed in one-minute increments, with a required minimum call length of one minute. CenturyLink will charge the rate of \$1.00 to an inmate or friend/family member who leaves a Video Visitation message; the maximum length for a Video Visitation message is one minute. These rates for calls and messages over the Video Visitation system exclude taxes, which are charged to end users as a pass-through and which will be remitted to the appropriate taxing authority. No charges will be incurred when utilizing the eleven public visiting stations located at the Criminal Justice Facility.
- B. The Video Visitation System will be programmed to only process prepaid calls and messages. Calls charged to a third party or credit cards are not permitted.
- C. Fraudulent usage or expenses related to the fraudulent use of the Video Visitation System by inmates will be the sole responsibility of CenturyLink. However, both

Parties are responsible for keeping fraudulent calling to a minimum to the extent possible.

SECTION 6: OWNERSHIP OF PROPERTY

All Video Visitation equipment, and supplies furnished by CenturyLink will remain the sole property of CenturyLink. Upon termination or expiration of this Agreement, CenturyLink will have the right to enter the Criminal Justice Facility during normal business hours to remove all of its property, subject to the provisions of section 1(G) declaring any betterments and improvements to be the property of the Sheriff.

SECTION 7: OWNERSHIP OF DATA

Sheriff owns all data and recordings associated with the video visiting system. Upon completion of the work or upon termination of the Contract, it is understood that any reports, information and data, given to or prepared or assembled by CenturyLink under this Contract shall not be made available to any individual or organization by CenturyLink without the prior written approval of Sheriff.

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CenturyLink.

SECTION 8: STAFF REQUIREMENTS

Sheriff reserves the right to approve or reject in writing, for any lawful reason, any and all CenturyLink or subcontractor staff assigned to this contract. Additionally, Sheriff may deny access or admission to County facilities at any time for such staff. Such access will not unreasonably be withheld. Sheriff will be responsible for the timely completion of all proposed CenturyLink staff criminal background checks, at Sheriff expense, prior to any such staff's initiation of recurring services. A CenturyLink applicant or staff member who does not pass background checks will be denied access to MCJ.

SECTION 9: INDEMNITY

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

CenturyLink shall indemnify and save Sheriff harmless from any award of damages and costs against Sheriff for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

SECTION 10: INSURANCE REQUIREMENTS

CenturyLink agrees to provide evidence and maintain proof of financial

responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability, occurrence based (which includes board, staff, and volunteers), Automobile Liability, Environmental Liability and Professional Liability in the minimum amounts listed below. It is expressly understood that the indemnification obligation, however, shall not be reduced in any way by existence or nonexistence, limitations, amount or type of damages, compensation or benefits payable under Workers Compensation laws or other insurance provisions.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all CenturyLink vehicles (owned, non-owned, and/or hired). In addition, if any employees of CenturyLink will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of CenturyLink.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u> Or Proof of all States Coverage <u>Workers' Compensation</u> : State of Wisconsin, including Employer's Liability coverage. Coverage shall be modified to include a Waiver of Subrogation in favor of Milwaukee County.	Statutory
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u>	
Bodily Injury & Property. Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per person
Contractual Liability	\$1,000,000 per occurrence
Fire Legal Liability	\$1,000,000 per occurrence
Limit	\$3,000,000
<u>Contractor's Equipment Coverage</u> supplies	Value of equipment, tools Left on site at CCFS
<u>Automobile Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 per Accident

All Autos – Owned, Non-Owned
and/or Hired

Uninsured Motorists per Wisconsin Requirements

Excess Liability \$3,000,000

Excess of commercial general liability

Cyber Liability \$1,000,000 per occurrence
\$3,000,000 aggregate

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be named as a “named insured” for general liability, automobile insurance, environmental liability and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by County for the duration of this agreement.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverage shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. 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 the contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager.

SECTION 11: AFFIRMATIVE ACTION

The CenturyLink assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CenturyLink

assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CenturyLink assures that it will require that its covered sub-organizations provide assurances to CenturyLink that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as created by 14 CFR Part 152, Subpart E, to the same effect.

In the performance of work under this contract, CenturyLink shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. CenturyLink will post in conspicuous places, available for employees and applicants for employment, notices to be provided by Sheriff, setting forth the provisions of the non-discriminatory clause.

CenturyLink agrees that it will strive to implement the principle of equal employment opportunities through an effective affirmative action program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of CenturyLink's work force where these groups may have been previously under-utilized and under-represented. CenturyLink also agrees that in the event of any dispute as to compliance with the forestalled requirements, it shall be its responsibility to show that it has met all such requirements.

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

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

SECTION 12: PENALTIES FOR NON AND PARTIAL PERFORMANCE, DELAYS AND TIME EXTENSIONS

County will enforce the Penalties for Non and Partial Performance.

1. If after written complaints have been submitted to CenturyLink, Sheriff determines that one or more substantial contract violations have occurred penalties/damages will be assessed as follows:

- a. CenturyLink shall reimburse Sheriff for costs incurred that are payable to a separate contract because of the CenturyLink's delays, improperly timed activities or defective construction. In the event one or more of these situations have taken place, Sheriff shall direct CenturyLink to issue a credit. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to Sheriff's satisfaction.
- b. If CenturyLink fails to correct work that is not in accordance with the requirements of the Agreement or repeatedly fails to carry out work in accordance with the contract, Sheriff may issue a written order to CenturyLink to stop the work or any portion thereof, until the cause for such order has been eliminated.
- c. If CenturyLink defaults or neglect to carry out the work in accordance with the contract and fails to cure within 10 days of receipt of written notice from Sheriff to correct the default or neglect with diligence and promptness, Sheriff, without prejudice to other remedies, may correct such deficiencies. The cost incurred by Sheriff to remedy such deficiencies will be invoiced to CenturyLink.

Sheriff may waive the penalty based on the circumstances surrounding the violation

SECTION 13: LIMITATION OF LIABILITY

- A. For any claim or cause of action arising under or related to this Agreement, neither Party will be liable to the other for punitive, special or consequential damages, even if the Party is advised of the possibility of such damages.
- B. .
- C. There are no intended third party beneficiaries to this Agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this Agreement any rights, benefits, or privileges to rely on or demand performance of any provision of this Agreement.

SECTION 14: INDEPENDENT CONTRACTOR

CenturyLink, its employees, and contractors performing work under this Agreement will at all times during the Term of this Agreement be considered as independent contractors and not as agents or employees of Sheriff.

SECTION 15: LAW AND REGULATORY RULES

- A. CenturyLink acknowledges that it is familiar with and will abide by all Federal Communication Commission and Wisconsin Public Service Commission Rules and Regulations which pertain to the installation and operation of the Video Visitation System. CenturyLink further agrees that it will abide by all local, state, and federal law, rules, and regulations concerning the installation and operation of the Video Visitation System.

- B. CenturyLink acknowledges that it is familiar with the provisions of the Public Records Laws of Wisconsin and that if such are applicable to this agreement, CenturyLink shall abide by such laws, assert any claim for exemption or confidentiality on its own, and shall defend and hold harmless Sheriff, his employees, officers, appointees, and agents against all liabilities for failure of CenturyLink to comply with the requirements of the law with regard to the release of records.
- C. CenturyLink agrees to keep and maintain public records that ordinarily and necessarily would be required by Sheriff to keep and maintain in fulfillment of the services provided by this Agreement.
- D. CenturyLink shall not provide the public with access to public records. CenturyLink shall notify Sheriff of requests from public under the Public Records Law. Sheriff shall respond to all Public Records Request regarding the CenturyLink Video System data and recordings. CenturyLink shall respond to all Public Records Requests regarding the system proprietary information or failures to perform under the conditions of this contract.
- E. CenturyLink shall meet all requirements for retaining public records and transfer to Sheriff, at no cost, all public records in possession of CenturyLink upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to Sheriff in a format that is compatible with Sheriff's information technology systems.
- F. Should changes in law, rules, or regulations by any federal, state, or regulatory agency substantially affect the ability of either Party to fulfill its responsibilities under this Agreement; the Parties will renegotiate those portions of the Agreement adversely affected.

SECTION 16: CONFIDENTIALITY

The Parties will not disclose information concerning the Video Visitation System, including without limitation details about the layout of the prison premises, unless so required by any public records law, or any other local, state, or federal law.

SECTION 17: TERMINATION

1. Termination by Sheriff for Violations by CenturyLink

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

2. Unrestricted Right of Termination by Sheriff

Sheriff further reserves the right to terminate this Agreement at any time for any reason by giving CenturyLink thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, CenturyLink shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of the Agreement.

SECTION 18: FORCE MAJEURE

Neither Party to this Agreement will be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, fire, storm, lightning, flood, hurricane, tornado, theft of equipment, vandalism, labor disputes or strikes, terrorist acts, changes of law, regulatory rules or requirements affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

SECTION 19: ATTORNEY'S FEES

In the event either Party to this Agreement is required to take action to enforce any of the terms of this Agreement, each Party will be responsible for its attorney's fees and costs for any appeals filed on their behalf.

SECTION 20: RECORDS AND AUDITS

Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the CenturyLink shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by CenturyLink, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by the CenturyLink in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the CenturyLink. CenturyLink (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

SECTION 21: DISADVANTAGED BUSINESS ENTERPRISE

CenturyLink shall comply with Milwaukee County Ordinance 56.30 and CFR 49 part 26, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) on professional service contracts. In accordance with this, the CenturyLink shall ensure that DBE's have the maximum

opportunity to participate in the project.

SECTION 22: AUTHORIZED SIGNATURES

This Agreement will become effective and binding, when all authorized representative of each of the Parties has signed this Agreement. The individuals signing on behalf of each Party represent that he/she is authorized to enter into this Agreement on behalf of the Party represented.

SECTION 23: ENTIRE AGREEMENT

This Agreement and CenturyLink's initialed RFP response, proposal and all attachments thereto constitutes the entire agreement between the parties. In the event of a conflict between the terms of the various documents, the following order of precedence shall apply: (1) the Agreement document and any amendments thereto, (2) any Exhibit attached to the Agreement, (3) CenturyLink's initialed RFP response. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

SECTION 24: GENERAL PROVISIONS

- A. This Agreement may not be assigned by either Party without the written consent of the other Party, which will not be unreasonably withheld, except that CenturyLink may assign the Agreement to an affiliated CenturyLink company without written consent.
- B. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.
- C. The failure of any of the Parties at any time to require performance of any provision of this Agreement will in no manner affect the right of such Party at any later time to enforce or require the same unless waived in writing. No waiver by any Party of any condition or breach will be construed or deemed to be a waiver of any other condition or any other breach of any term, covenant, or warranty contained in this Agreement.
- D. This contract shall be binding upon and insure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
- E. CenturyLink, during the period of this Agreement, shall not hire, retain, or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of CenturyLink, has a conflict of interest.
- F. CenturyLink hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an

understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

- G. This agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. CenturyLink acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.
- H. CenturyLink will comply with all applicable federal and state laws that in any way regulate or impact the services to be rendered pursuant to this Agreement.
- I. Execution of the contract by the CenturyLink is a representation that the CenturyLink has visited the site, become generally familiar with the site, scope of work and verified and affirmed with the requirements of the contract
- J. Any notices or communications required or permitted to be given pursuant to this Agreement will be in writing and will be deemed delivered by one Party to another Party when: (i) personally delivered to them; or (ii) placed in a depository under the control of the United States Postal Service, and mailed by certified or registered mail, return receipt requested, postage prepaid; or (iii) delivered to a nationally recognized overnight delivery service, postage prepaid; and addressed to:

Sheriff of Milwaukee County:
Inspector Richard Schmidt
Milwaukee County Sheriff's Office

949 North 9th Street
Milwaukee, WI 53233

CenturyLink:
Paul N. Cooper, General Manager
CenturyLink Public Communications,
Inc.
Mailstop KSOPKJ0301
5454 W 110TH Street
Overland Park, KS 66211

Or such other address as will have been furnished in writing to all of the Parties in a like manner. Refusal of the mailing by any Party will be deemed to have been received in writing for purposes of this Agreement.

In Witness Whereof, the Parties hereto have executed this Agreement the day and year first above written.

MILWAUKEE COUNTY SHERIFF

David A. Clark Jr., Sheriff

Date

CENTURYLINK PUBLIC COMMUNICATIONS, INC.

Paul N. Cooper
Title: General Manager

Date

Approved as to form and legality:

Mark A. Grady
Milwaukee County Corporation Counsel

Date

Milwaukee County Risk Management

Date

Community Development
Business Partners

Date

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: August 20, 2014

TO: Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

SUBJECT: Authorization to extend Child Support provider contracts for Pathways to Responsible Fatherhood grant; partner agreements with: Compel Milwaukee, My Father's House, Inc (MFH), Next Door Foundation, United Migrant Opportunity Services (UMOS), Community Advocates, Inc (CA), YWCA of Greater Milwaukee, Center for Self-Sufficiency (CFSS), Centro Legal, Northcott Neighborhood House, Wisconsin Community Services, Wisconsin Regional Training Partnership (WRTP), Alma, and AMTC and Associates

ISSUE

Milwaukee County Child Support Services has successfully been awarded a \$1.8 million contract for one year to continue to provide Pathways to Responsible Fatherhood services. Child Support requires the assistance of multiple non-profit partners to provide these services, as designated in the attached contract.

DISCUSSION

Milwaukee County Child Support will retain \$429,641 for one year out of the \$1.8 million grant money for its direct services under the grant. Milwaukee County Child Support, as the lead agency on the Pathways to Responsible Fatherhood grant, will purchase with the \$1.37 million: intake, curriculum, employment and other services for participants through 13 different local non-profit agencies:

- Compel Milwaukee County
- My Father's House, Inc (MFH)
- Next Door Foundation
- United Migrant Opportunity Services (UMOS)
- Community Advocates, Inc (CA)
- YWCA of Greater Milwaukee
- Center for Self-Sufficiency (CFSS)
- Centro Legal
- Northcott Neighborhood House
- Wisconsin Community Services
- Wisconsin Regional Training Partnership (WRTP)
- Alma
- AMTC and Associates

Milwaukee County's compensation for services provided under the Pathways to Responsible Fatherhood grant will support 4.2 different FTE positions that are included in the existing department budget.

RECOMMENDATION

The Department recommends that the County Board approve the extension of the services contract for Child Support Services to continue Pathways to Responsible Fatherhood grant services.

Respectfully submitted,



Jim Sullivan, Director
Department of Child Support Services

Electronic copies with attachments to:

Chris Abele, Milwaukee County Executive
Theodore Lipscomb, Sr., Chairman, Judiciary, Safety and General Services Committee
Raisa Koltun, Chief of Staff, Milwaukee County Executive's Office
Josh Fudge, Fiscal & Budget Administrator, Department of Administrative Services
Andre Simms, Analyst – County Board
Alexis Gassenhuber, Committee Clerk, County Clerk
Janelle Jensen, Committee Clerk – County Board

Attachments

1
2 From the Committee on Judiciary, Safety and General Services reporting on:

3
4 File No. _____
5 (Journal, _____, 2014)

6 (Item _____) From the Director, Jim Sullivan, Department of Child Support Services (CSS),
7 requesting authorization to extend contracts for services required under the Pathways to Responsible
8 Fatherhood Grant: Partner agreements with: Compel Milwaukee, My Father's House, Inc (MFH), Next
9 Door Foundation, United Migrant Opportunity Services (UMOS), Community Advocates, Inc (CA), YWCA
10 of Greater Milwaukee, Center for Self-Sufficiency (CFSS), Centro Legal, Northcott Neighborhood House,
11 Wisconsin Community Services, Wisconsin Regional Training Partnership (WRTP), Alma, and AMTC and
12 Associates by recommending adoption of the following:
13

14 **A RESOLUTION**

15
16 WHEREAS, Milwaukee County CSS has been selected by the Federal Administration for Children
17 and Families as lead agency for an extension for the "Pathways to Responsible Fatherhood" grant; and
18

19 WHEREAS, Pathways to Responsible Fatherhood provides vital job training, educational, and
20 employment services to 1,750 primarily low income fathers; and
21

22 WHEREAS, the term of the contracts would be from September 30, 2014 through September 29,
23 2015; and
24

25 WHEREAS, Pathways to Responsible Fatherhood will provide \$1,806,892 in support to CSS
26 services and its partners; and
27

28 WHEREAS, Milwaukee County CSS will work with 13 partner agencies: Compel Milwaukee, MFH,
29 Next Door Foundation, UMOS, CA, YWCA of Greater Milwaukee, CFSS, Centro Legal, Northcott
30 Neighborhood House, Wisconsin Community Services, WRTP, Alma, and AMTC and Associates, to
31 provide intake, curriculum, job training and placement, and other services; and
32

33 WHEREAS, these services and job skills will help fathers in Milwaukee to be more active parents,
34 work to support families and children, and help participants fulfill their obligations of child support, now
35 therefore:
36

37 BE IT RESOLVED, that the Committee on Judiciary, Safety and General Services of the Milwaukee County
38 Board of supervisors hereby authorizes the Department of Child Support Services to enter into
39 partnership contracts with Compel Milwaukee, MFH, Next Door Foundation, UMOS, CA, YWCA of
40 Greater Milwaukee, CFSS, Centro Legal, Northcott Neighborhood House, Wisconsin Community Services,
41 WRTP, Alma, and AMTC and Associates in order to continue to facilitate the Pathways to Responsible
42 Fatherhood grant.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/19/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From the Director of Child Support Services (CSS), requesting authorization to extend the Child Support contracts for Pathways to Responsible Fatherhood Grant; Partner agreements with: Compel Milwaukee, My Father's House, Inc, Next door Foundation, United Migrant Opportunity Services (UMOS), Community Advocates, Inc (CA), YWCA of Greater Milwaukee, Center for Self-Sufficiency (CFSS), Centro Legal, Northcott Neighborhood House, Wisconsin Community Services, Wisconsin Regional Training Partnership (WRTP), Alma, and AMTC and Associates.

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input checked="" type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input checked="" type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$451,723	\$1,355,169
	Revenue	\$451,723	1,355,169
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

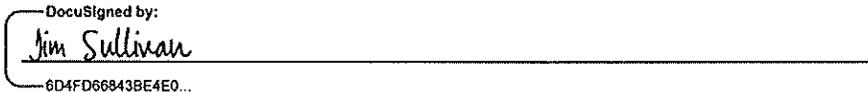
DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Director of Child Support Services requests the County Board's approval to continue partnership contracts with 13 partner agencies in order to provide curriculum, training, and other services related to the Administration for Children and Families Pathways to Responsible Fatherhood grant. Child Support Services will receive \$1,806,892 for the period of 9/30/2014 through 9/29/2015. For the grant period, \$1,377,251 will be paid to the 13 partner agencies through this contract, and Child Support will retain \$429,641 for its grant activities. The 2015 CSS budget includes these funds.

Department/Prepared By Jim Sullivan, Director, Department of Child Support Services

Authorized Signature  6D4FD66843BE4E0...

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
PATHWAYS TO RESPONSIBLE FATHERHOOD PROJECT SERVICES CONTRACT 2014-2015
For the period September 30, 2014 to September 29, 2015

I. PREAMBLE

WHEREAS, this Contract constitutes a binding agreement between the Milwaukee County Department of Child Support Services (CSS), (hereinafter "County"), a Wisconsin Municipal Body Corporation, represented by Jim Sullivan, Director, and the following organizations listed below (hereinafter "Contractor" or "Contractors") to provide services and achieve objectives contingent on the annual renewal of Financial Assistance Award No. 90FK0049-01-00, a discretionary grant by the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services.

Contractors' Authorized Representatives:

- A) Paula Penebaker, President and CEO
YWCA of Greater Milwaukee, 1915 North Dr. Martin Luther King Drive, Milwaukee, WI 53212
- B) Tina Koehn, Vice President of Administration
United Migrant Opportunity Services (UMOS), 2701 South Chase Avenue, Milwaukee, WI 53207
- C) Andi Elliot, Interim Executive Director
Community Advocates, Inc. (CA), 728 North James Lovell Street, Milwaukee, WI 53233
- D) Terri Strodhoff, Director
The Alma Center, 2821 North 4th Street, Milwaukee, WI 53212
- E) Albert Holmes, Director
My Father's House, Inc. (MFH), 4900 West Fond du Lac Avenue, Milwaukee, WI 53216
- F) Angela Turner, President and CEO
AMTC and Associates, 4759 North Cumberland Boulevard, Whitefish Bay, WI 53211
- G) Angela Turner, President and CEO
Center for Self-Sufficiency (CFSS), 4465 North Oakland Avenue, Suite 200, Milwaukee, WI 53211
- H) Angela Robbins, Executive Director
Compel Milwaukee, 7161 North Port Washington Road, Suite 1A, Milwaukee, WI 53217
- I) Carol Keintz, Executive Director
Next Door Foundation (NDF), 2545 North 29th Street, Milwaukee, WI 53210
- J) Earl Buford, Executive Director
Wisconsin Regional Training Partnership, 3841 West Wisconsin Avenue, Milwaukee, WI 53208
- K) McAuthur Weddle, Executive Director
Northcott Neighborhood House, 2460 North 6th Street, Milwaukee, WI 53212
- L) Hollis Patzer, Executive Director Wisconsin Community Services, Inc. (WCS)
3732 West Wisconsin Avenue, Suite 200, Milwaukee, WI 53208
- M) Domingo Cruz, Board President
Centro Legal, 614 West National Avenue, Floor 2, Milwaukee, WI 53204

This Contract is for the period of September 30, 2014 to September 29, 2015, a 12-month project with one 12-month budget period (hereinafter "grant year") subject to further extension beyond this period, and contingent on the renewal of the award to the County.

II. INTRODUCTION

The Milwaukee County Department of Child Support Services (CSS) received a grant from the federal office of the Administration of Children and Families (ACF) to fund the Milwaukee Pathways to Responsible Fatherhood (MPRF) project for three calendar years, 2011-2014, and grant funding has been extended for the period of one year, between September 30, 2014 and September 29, 2015. The goal of the project is to develop and implement a comprehensive approach to promoting responsible fatherhood to foster economic stability, responsible parenting, and healthy marriage.

CSS is taking the lead on behalf of an established network of experienced organizations to promote responsible fatherhood in the City and County of Milwaukee. This multifaceted strategy includes services designed to increase employment and economic stability, foster responsible parenting, and improve marriage and relationship skills. This Contract contains the level of involvement, responsibilities, resource commitment, and agreement amongst CSS and each individual organization as Contractors separate from each other and CSS, yet working in harmony to provide services and achieve the objectives intended by this project. All sections of this Contract apply to each individual Contractor unless specified within individual subsections.

III. SCOPE OF SERVICES

The County agrees to purchase, and each of the Contractors agree to perform all of the functions and services and achieve objectives as set forth in subsections A-M of this section. County and Contractors agree the services to be delivered, the quantity of services and the timeliness of performance are the essence of this Contract.

A. YWCA of Greater Milwaukee (hereinafter YWCA): The following subsection applies to YWCA.

1. YWCA shall serve as an intake partner in Northeast Milwaukee for 250 fathers who meet the eligibility criteria for low-income.
2. Conduct assessments for each father, screening for all identified domain areas including Parenting, Healthy Marriage, Employment and Child Support.
3. Development of a Case Management plan for each participant. Provide wraparound support services and referrals (including Healthy Marriage Education provided by the YWCA via the Center for Self Sufficiency (CFSS) Healthy Marriage grant) for each participant.
4. Provide as indicated by the initial assessment, employment services needed including career readiness services, prevocational services and General Educational Development (GED) for 250 individuals.

5. Of the 250 individuals who receive employment services, assist in placing 85 participants with jobs.
6. Conduct retention checks at 30, 60 and 90 days. A minimum of 50% (43 participants) will be retained at the 90 day point. Those who indicate they are not working at the 30, 60, 90 retention check will receive additional services.

B. United Migrant Opportunity Services (UMOS): The following subsection applies to UMOS.

1. Serve as an Intake Partner in Milwaukee's near South side for 150 low-income fathers who are receiving or meet the eligibility criteria for Transform Milwaukee or W-2 Temporary Assistance to Needy Families (TANF), 75 of which will be co-enrolled into the CFSS Healthy Marriage Program and receiving Within My Reach or Within Our Reach curriculum.
3. Conduct assessments for each enrolled father, screening for all identified domain areas, including: Parenting, Healthy Marriage and Employment.
4. Development of a Case Management plan for each participant and provide wraparound support services and referrals (including Responsible Parenting Curricula Referral and Healthy Marriage Education provided by UMOS via the Healthy Marriage grant) for each participant.
5. As indicated by the Case Plan and per eligibility criteria 150 participants will be assessed and co-enrolled into employment services and training programs including: Transform Milwaukee, Children First, FSET, WIA, W2 (TANF) or the UMOS Employer Services Unit and Education Services Unit.
6. Of the 150 participants who receive employment services, UMOS will assist in placing 39 participants into jobs at least 20 hours per week.
7. Conduct retention checks at 30, 60 and 90 days. A minimum of 50% (19 participants) will be retained at the 90 day point. Those who indicate they are not working at the 30, 60, and 90 retention check will receive additional services.
8. UMOS will also provide Responsible Fatherhood Education to 75 fathers utilizing Fatherhood Development curricula who are co-enrolled into the Healthy Marriage program.

C. Community Advocates, Inc. (hereinafter CA): The following subsection applies to CA.

1. CA will provide Responsible Parenting curriculum to 150 low-income fathers enrolled in its Nevermore Batterer's treatment program. (Fifty (50) of which will receive the Fatherhood Development Curricula).
2. CA will ensure each participant receives an assessment (screening for all domain areas, including: Parenting, Healthy Marriage and Employment) and provide wraparound case management including supportive services and appropriate referrals.
3. CA will draw on internal agency support services on condition of availability and assessed need, including 10 units of permanent supportive housing, protective payee services, rental assistance, energy assistance program, telephone and utilities services assistance programs, behavioral health services, and pre-trial services).

4. CA shall serve as the Fatherhood Project Community Resource Coordinator, and shall:
- a. Be thoroughly familiar with the specific resources available from each Contractor and have a general knowledge of other community resources relevant to project participants.
 - b. Provide training to staff of CSS and Contractors re: community resources available to the project and participants.
 - c. Respond to Contractor staff inquiries about available resources.
 - d. Inform, through monthly meetings with project partners and other methods as appropriate, information about availability of new resources and any changes relating to existing resources.
 - e. Coordinate resource fairs for staff and participants.
 - f. Provide staffing for partner CFSS' Community Resource Room, open to Pathways participants.
 - g. Maintain an online partner resource bank and distribute information to partners.
 - h. Recruit and maintain program resources for Contractors and participants.

D. The Alma Center: The following subsection applies to The Alma Center.

1. Review current Domestic Violence Protocol and make updates including adding trauma informed care screening and care related protocol and components.
2. Facilitate initial two-hour training for select Pathways Contractors, focusing on how to screen for Adverse Childhood Experiences and adult trauma symptoms and how to use the information to make proper referrals. The training will also focus on the administration of trauma screening tools that can be used with men and women who are either victims of domestic violence or perpetrators. These screening tools include: the Adverse Childhood Experiences Survey or the Inventory of Altered Self Capacities (Briere 2002). Following the initial training, quarterly trainings will be held.
3. Provide abbreviated orientations for Contractor sites that will not be making assessments to ensure they are informed on understanding trauma and making referrals.
4. The Alma Center, based on need, may facilitate ongoing trainings and group sessions for staff and participants in the areas of Trauma Identification/Awareness, Trauma Resolution, Emotional Wellness and Domestic Violence.
5. Serve as a referral source for men returning to the community or in the community who require perpetrator services through existing funding. Any referrals to those programs will take place at no cost to the County or Contractors.
6. For those men returning to the community or in the community who require perpetrator services, the Alma Center, Sojourner Family Peace Center and Community Advocates provide those services through existing funding. Any referrals to those programs will take place at no cost to the County or Contractors.

E. My Father's House, Inc. (hereinafter MFH): the following subsection applies to MFH.

1. Serve as an Intake Site in Northwest Milwaukee for 350 low-income fathers in Milwaukee.
3. Serve as an Intake Site for 200 participants referred by the Wisconsin Department of Children and Families (DCF) or the Bureau of Milwaukee Child Welfare (BMCW).
4. Conduct an assessment for each father, screening for all identified domain areas, including: Responsible Parenting, Healthy Marriage and Economic Stability.
5. Development of a case management plan for each participant. Provide wraparound support services, referrals and follow-up.
6. Provide 0.5 full time employee (FTE) to provide mobile intake in the community, assessment and case management to Contractors not contracted to do so.
7. Deliver responsible parenting curricula to 200 individuals as follows:
 - a. "24/7" to 20 participants,
 - b. "Fatherhood Development" to 100 participants, and
 - c. "InsideOut Dads" to 80 participants.
8. MFH staff will become trained mediators and become a referral source for participants in need of family court mediation accordingly.

F. AMTC and Associates (hereinafter AMTC): the following subsection applies to AMTC.

1. Provide Performance Measurement and Fidelity System Specification. AMTC and Associates will specify the 2014-2015 performance measurement and program fidelity system and oversee implementation; including reviewing survey implementation results, providing analysis of staff focus group feedback and overseeing tasks outlined on CSS program performance measurement tracker are completed.
2. Maintain and Develop System and Tools to Monitor Program Activities and Staff Modify existing and develop new performance measurement tools as needed, (e.g. policies and procedures, educator observation schedule/procedures and training, forms and methods for addressing results with educators, fiscal processing and reporting forms, customer satisfaction survey, and educator and case manager surveys). In addition assist CSS in monitoring program activities and educators/ case managers, increase effectiveness in job and career advancement and fatherhood curriculum activities, improve recruitment, selection, training and retention of quality staff and address non-compliance issues of partners. These tools will measure effectiveness and fidelity.
3. Performance Measurement and Curriculum Training AMTC and Associates will work with CSS to plan annual curriculum, performance measurement, including Online Participant Tracking (OPTS) training, create all materials and tools for training and provide follow-up one-on-one assistance and support.
4. The four-year training will include annual and ongoing OPTS training and materials. Training will also include documents such as policies and procedures, required forms, staff monitoring forms, curriculum and case management fidelity tracking forms, and program participant, educator, case manager and community partner surveys or focus group guides.
5. Curriculum Fidelity and Program Sustainability. Maintain communication with Authors/Liaisons' to Publishers of evidence based curricula approved for use in the

- project, including Dr. Jeffery Johnson, Author *Fatherhood Development Curriculum*; Ave Mulhern, Liaison to National Fatherhood Institute , *24/7 Dad*, *InsideOut Dad* and *Dr. Dad Curricula* ; and Rebecca Turnbow, Liaison for *p.a.p.a.* curriculum.
- a. Angela Turner and sub-contracted national expert fatherhood consultants, Maurice Moore, Joe Jones (Center for Urban Families), Uriel Johnson and PhD researchers, Dr. David Pate and Dr. Jeffery Johnson will work with CSS to identify curriculum delivery and sustainability needs and coordinate refresher trainings and one-to-one follow-up services as needed.
7. OPTS Data Base. AMTC and Associates will provide CSS and partners access to online data collection and monitoring system, Online Participant Tracking System (OPTS), to collect, analyze and report on participant-level demographic data and performance measures identified by the federal Office of Family Assistance (OFA). CFSS and sub-contracted partner Two Island Solutions will develop and maintain the system in response to the project and implement enhancements / fix bugs as requested by CSS. The OPTS system allows CSS to:
- a. measure, analyze, monitor and report on all outputs, objectives and outcomes identified in the Logic Model in the grant application;
 - b. serve as the mechanism by which all case management activities are monitored and modified;
 - c. document program activities starting at intake, progressing through education, training, case management, employment, retention & support services; and
 - d. monitor fidelity to the project and curricula, inform the CSS project director regarding performance, and provide adherence information and advice to partners delivering services.
8. Provision of Ongoing Technical Assistance. Angela Turner , Maurice Moore, Joe Jones (Center for Urban Families) , Uriel Johnson and PhD Researchers Dr. David Pate and Dr. Jeffery Johnson will provide ongoing group/ individual performance monitoring and technical assistance through conducting site visits and observations. Additionally, they will attend OFA required conferences and other recommended sessions related to fatherhood to learn about national best practices as recommended by OFA and CSS.
9. Data Quality Assurance.
- a. AMTC and Associates will perform weekly data audits, produce educator, manager/funder output and outcome reports. CFSS will communicate regularly with CSS and project partners to respond, address and report on bugs or system enhancements.
 - b. Qualitative Performance Measurement Systems
 - c. Angela Turner and sub-contracted Researchers, Uriel Johnson, Dr. Jeffery Johnson and Dr. David Pate Jr. will provide Qualitative Performance Measurement Systems, including conducting focus groups and one-on-one

interviews to measure program participants' successes in achieving economic stability and overall participant satisfaction.

10. Logic Model Outcome Measurement and Implementation of ACF Measures. Provide Logic Model Outcome Measurement, and ensure implementation of ACF Measures, revising and processing pre/post attitudinal surveys. Angela Turner and Associates will and Dr. Pate will complete performance measurement analysis by December 2014, summarizing important results & recommendations.

G. Center for Self-Sufficiency: the following subsection applies to the Center for Self-Sufficiency, (hereinafter CFSS)

1. CFSS will provide and/or facilitate through its network of experienced educator partners the provision of the *Within My Reach* (community) or *Walking the Line* (correctional settings) curriculum for 300 participants in Wisconsin Department of Corrections (DOC) facilities and Pathways partner sites.
2. CFSS will provide coordination of Milwaukee Reentry Network efforts with DOC, the Wisconsin Department of Workforce Development (DWD) and partners to ensure eligible offenders are provided appropriate mix of project services and that services are not duplicated against other programs, such as the Wisconsin Department of Labor (DOL) Enhanced Transitional Jobs and the CFSS Healthy Marriage Project, including planning of an annual resource fair and smaller tours to ensure project partners provide appropriate support services and community resources.
3. Utilizing contracted Business Services Representative (BSR) CFSS will place 26 participants in jobs in this fourth grant year, at least half (13) will retain employment for 90 days.
4. The BSR will set up a mobile site at the Milwaukee County Courthouse, providing easy to access employment services for fathers referred by Child Support Services as well as the Milwaukee Community Services Corps. CFSS will ensure that each participant gets an assessment and wraparound case management through a mobile intake provider.

H. Compel Milwaukee, the following subsection applies to Compel Milwaukee (hereinafter CM).

1. Deliver curricula to 590 low-income individuals per grant year as follows:
 - a. *Inside Out Dads* to 180 men referred by DOC;
 - b. *P.A.P.A.* to 180 men referred by DOC and 40 expectant fathers; and
 - c. *Dr. Dad* to 150 men referred by DOC and 40 expectant fathers.
2. Conduct workshops for 240 low income men per grant year as follows:
 - a. *Boot Camp for New Dads* for 120 men referred by DOC; and
 - b. *Roads to Employment Success* to 120 men referred by DOC.

3. Pilot a re-entry support program to be completed by 20 men in DOC facilities which includes:
 - a. guided individual re-entry goal-setting and task completion sessions;
 - b. personal monitoring in goal completion; and
 - c. providing the curriculum, *Understanding Dad*, to their children's custodial mothers., to assist family reunification.

I. Next Door Foundation (hereinafter NDF), the following subsection applies to NDF.

1. Provide Assessment (screening for all domains, including: Parenting, Healthy Relationships, Employment and Child Support Services).
2. Ensure the provision of wraparound case management services to 140 fathers recruited from the Headstart program, including development of a coordinated case management plan and follow up.
3. Deliver Fatherhood Development curricula to 140 low-income individuals. Primarily from its Early Head Start and Head Start programs.
4. Facilitate lunch and learn sessions with 75 participants (open to all pathways participants)
5. Facilitate weekly Man to Man support sessions for 50 participants.

J. Wisconsin Regional Training Partnership (hereinafter WRTP), the following subsection applies to WRTP.

1. Will provide pre-apprenticeship education and training and placement of 50 individuals in manufacturing and trade jobs with a pay range of \$8-\$15 per hour. 50% of replacements will be retained for 90 days. WRTP to track retention accordingly and document credentials attained for each participant. Additionally WRTP will ensure participants receive a comprehensive assessment and wraparound case management services by teaming up with CSS and other mobile intake and case management providers.

K. Northcott Neighborhood House (hereinafter NNH), the following subsection applies to NNH.

1. Will provide sector based training in the area of construction and home rehabilitation for 25 participants and will assist in placing all 25 participants into full-time employment, preferably in the construction industry, half (13) of who will be retained in their jobs for at least 90 days. Northcott to track retention accordingly and document credentials attained for each participant. Additionally, Northcott will ensure participants receive a comprehensive assessment and wraparound case management services by teaming up with a mobile intake site.

L. Wisconsin Community Services (hereinafter WCS), the following subsection applies to WCS.

1. Sole source provider of driver's license recovery services in Milwaukee, will assess the license status of 150 project participants and enroll 25 of these individuals into full driver's license recovery services at the WCS Center for Driver's License Recovery and Employability (CDLRE).

M. Centro Legal (hereinafter CL), the following subsection applies to Centro Legal.

1. Will devote a .5 full time employee (FTE) to provide Family Law Workshops for staff and participants in group settings.

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

The County retains the right to rescind all rights to equipment purchased through this Contract if the Contract or federal funding is terminated prior to September 30, 2015 or, if the equipment is not utilized for the exclusive purpose of providing services described in subsections A-M above.

Any requested changes or modification to the scope of services, objectives or budget line items must be submitted in writing to CSS as an amendment for approval to this Contract prior to the change or modification being made to this Contract.

The Contractors agree to adhere to all project operational policies and procedures established by CSS, and allow site visits by CSS staff as needed and determined by CSS to monitor compliance with project policies, procedures, and terms of this Contract.

Each Contractor shall complete 50% of the services and objectives agreed to by each Contractor as described above, and deliver 50% of the services outlined to half of the total participants agreed to by April 30th of the grant year, with the remaining services and objectives to be completed by September 29th of the grant year, and any subsequent grant years if federal funding is extended beyond 2015. CSS will review the status of all activities and objectives detailed in this contract in June of the grant year and any subsequent grant years; failure to comply with any of the activities, services, and objectives outlined in this Contract may result in a contract reduction unless deemed unnecessary by CSS.

IV. COMPENSATION

Each of the Contractors agree to provide the services detailed in their respective subsections of Section III, subsections A-M above, and will be compensated for work performed as follows in subsections A-M of this Section as listed below, provided that each Contractor complies with all performance and reporting requirements. The total compensation to each of the Contractors for services performed/rendered under this Contract shall not exceed the amounts listed in each subsection A-M below. Compensation is contingent on the annual renewal of Financial Assistance Award No. 90FK0049-01-00, a discretionary grant by the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services to CSS.

A. YWCA: YWCA shall deliver services to the planned number of participants as described in Section III, subsection A, with compensation up to \$130,000 per year in grant funds.

- B. UMOS: UMOS shall deliver services to the planned number of participants as described in Section III, subsection B, with compensation up to \$90,128 per year in grant funds.
- C. Community Advocates: CA shall deliver services to the planned number of participants described in Section III, subsection C, with compensation up to \$120,000 per year in grant funds.
- D. The Alma Center: The Alma Center shall deliver services as described in Section III, subsection D, with compensation up to \$5,000 per year in grant funds.
- E. My Father's House, Inc.: MFH shall deliver services to the planned number of participants described in Section III, subsection E, with compensation up to \$378,000 per year in grant funds.
- F. AMTC and Associates: AMTC shall deliver services as described in Section III, subsection F, with compensation up to \$155,100 per year in grant funds.
- G. Center for Self-Sufficiency: CFSS shall deliver services to the planned number of participants described in Section III, subsection G, with compensation up to \$103,000 per year in grant funds.
- H. Compel Milwaukee: CM shall deliver services to the planned number of participants described in Section III, subsection H, with compensation up to \$115,060 per year in grant funds.
- I. Next Door Foundation: NDF shall deliver services to the planned number of participants described in Section III, subsection I, with compensation up to \$112,000 per year in grant funds.
- J. Wisconsin Regional Training Partnership: WRTP shall deliver services to the planned number of participants described in Section III, subsection J, with compensation up to \$50,000 per year in grant funds.
- K. Northcott Neighborhood House: NNH shall deliver services to the planned number of participants described in Section III, subsection K, with compensation up to \$40,000 per year in grant funds.
- L. Wisconsin Community Services: WCS shall deliver services to the planned number of participants described in Section III, subsection L, with compensation up to \$25,000 per year in grant funds.
- M. Centro Legal: Centro Legal shall deliver services to the planned number of participants described in Section III, subsection M, with compensation up to \$53,963 per year in grant funds.

Expenditures must coincide with the line item dollar amounts indicated in the estimated 12-month budget for each of the Contractors as outlined in the *Milwaukee County Pathways to Responsible Fatherhood Project – CSS Year 4 Budget* referenced as Exhibit B attached and incorporated herein. Actual expenses may not vary by more than 5% of the budgeted line item.

V. BILLING

Each Contractor shall have electronic mail access and the ability to submit electronic, Internet-based on-line invoices to Milwaukee County. Each Contractor must submit to the County in the form and format approved by the County, an invoice for the purchased services furnished to eligible recipients during the preceding month and all required documentation no later than the 10th calendar day following the end of the reported month, it being understood

that such invoice may be subject to audit by County before and/or after payment is made. As a matter of practice, the County attempts to pay invoices in 30 calendar days of invoice approval.

Invoices are to be submitted to Agnes Marcinowski, Manager of the Operations Division and MPRF Fiscal Director, Milwaukee County Department of Child Support Services, 901 North 9th Street, Room 101, Milwaukee, Wisconsin 53233.

Completion of program objectives must be commensurate with amount invoiced; subsections A-M of Section III of this Contract identify the planned services and number of participants to be served each grant year to meet program objectives for each of the individual Contractors. The amount paid each month to Contractors shall not exceed 1/12 of the total Contract amount per Contractor unless approved in advance by the County after reviewing written rationale for exceeding 1/12 of the total Contract amount for each Contractor. State Prompt Pay Law, section 66.0135 of the Wisconsin statutes shall not apply to payment for services provided hereunder.

Payment by County of a Contractors' invoice does not absolve any of the Contractors from a final accounting and settlement upon submission and review of Contractors' annual audit, or from audit recoveries arising from an on-site audit of Contractors' case records or other documentation in support of services billed. Invoice/reimbursement requests received twenty (20) days after the termination of this Contract will not be considered for payment by County.

VI. WITHOLDING OF PAYMENTS

Failure on the part of any Contractor to comply with Contract requirements may result in withholding of any payments otherwise due to the Contractor from the County by virtue of any County obligation to vendor until such time as the Contract requirements are met. The County reserves the right to use any legal means necessary to recover for any damage resulting from any of the Contractors' failure to meet the terms and conditions of this Contract. Individual Contractors shall be liable for any costs necessary to ensure Contract compliance, including attorney fees. Further, the County reserves the right to modify the Contract amount due to an individual Contractor at any point in the year that the individual Contractor falls behind in the services, activities, objectives, and/or service of the planned number of participants listed above. The County will provide the Contractor a written notice of any changes to Contract amounts.

VII. CONTRACT RENEGOTIATION

This Contract may be renegotiated with an individual Contractor and/or any of the Contractors in the event of changes required by law, regulations, court action, or the inability of either the County, or an individual Contractor to perform as individually committed in this Contract. Revision of this Contract must be agreed to by the County and the individual

Contractor or Contractors as determined necessary, as evidenced by an addendum signed by their authorized representatives.

VIII. CONTRACT TERMINATION

This Contract may be terminated thirty (30) days following written notice by the County for any reason, with or without cause. Failure by an individual Contractor to maintain required licenses in good standing 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 County.

Individual Contractors shall notify the County in writing whenever unable to provide the required quality or quantity of services, or key personnel are no longer available to provide services. Upon such notification, the County and the Contractor(s) unable to provide the service quality or quantity shall determine whether such inability will require a revision or early termination of this Contract as to the Contractor(s) involved.

In the event of termination, the County will only be liable for federally reimbursable service rendered through the date of termination and not for the uncompleted portion, or any of the materials or services purchased or paid for by the terminated Contractors for use of completing this Contract. Should the County's reimbursement from the U.S. Administration for Children and Families 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 and such reduction in reimbursement or payment to the County shall be sufficient basis for the County to reduce the amounts to be paid to the individual Contractors, notwithstanding that the Contractors may have provided the service.

In the event that any of the individual Contractors fail to perform the services and/or serve the planned number of participants described in Section III for each Contractor, or for whom this Contract is terminated for noncompliance or any other reason, all remaining provisions of this Contract shall remain in full force and effect for all other individual Contractors. In the event that any part or provision of this agreement is declared fully or partially invalid, unlawful or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and the agreement will remain in full force and effect, if the essential terms and conditions of this agreement for the County and each of the remaining individual contractors remain valid, binding and enforceable.

The County reserves the right to withdraw any qualified recipient from the program, service, institution or facility of a Contractor at any time, when in the judgment of County, it is in the best interest of the County or the qualified recipient.

IX. CONTRACT CONTENT AND SUBCONTRACTS

The entire Contract of the parties, including the individual sections for each individual Contractor is contained herein. This Contract supersedes all oral agreements and negotiations and all writing not herein referred to and incorporated.

Assignment of any portion of the work by subcontract is prohibited except upon prior written approval of the County. All budgeted expenses in the subcontract must be consistent with the approved MPRF grant.

X. INDEPENDANT CONTRACTORS

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 the individual Contractors or their successors or assigns. In entering into this Contract, and in acting in compliance herewith, each of the Contractors are at all times acting and performing as independent Contractors, duly authorized to perform the acts required of it in this Contract.

XI. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided that neither the County nor any Contractor shall assign its obligations hereunder without the prior written consent of the other. Contractors shall not assign or transfer any interest or obligation in this Contract without the prior written consent of the County, unless otherwise provided herein.

XII. REPORTS, AUDIT, AND INSPECTION OF RECORDS

Pursuant to §56.30(6)(e) of the Milwaukee County Code of Ordinances, each of the Contractors shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party that Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by a Contractor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by any Contractor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the individual Contractors. Contractors (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each contract term.

Each of the Contractors agree to allow authorized representatives of the County and County funding sources to have access to all records necessary to confirm individual Contractors' compliance with law and the specifications of this Contract.

Each Contractor must submit monthly program and financial reports and update all attendance for the prior month by the 10th of each month according to the format assigned by the County. Payment for services will be delayed and Contract deductions will be applied for failure to submit timely program or fiscal reports, or failure to update attendance data.

Each of the Contractors and County mutually agree that federal auditors as well as other federal and state officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Contractors agree to reimburse any funds found not in compliance with this agreement, in accordance with the County's audit resolution procedures.

A. Audit Requirements for Funding Source

Each of the Contractors shall submit to CSS Manager of Operations Agnes Marcinowski on or before April of each grant year or such later date that is mutually acceptable to the Contractors and CSS, two (2) original copies of a certified audit report in accordance with the Office Management and Budget (OMB), Circular A-133 for each grant year prepared by an independent Certified Public Accountant (CPA) licensed to practice by the State of Wisconsin. The CPA audit and report shall contain the following Financial Statements and Auditors' Reports:

1. Financial Statement for the entire organization:

- a. Comparative Balance Sheet for Total Agency,
- b. Statement of Operation for Total Agency,
- c. Statement of Cash Flows,
- d. Supplementary schedule of revenues and expenses identified by funding source for each program, activity or function as outlined in any Contractor application,
- e. Notes to financial statements including units of services, if applicable, and disclosure of related party transactions, if any.

2. Auditors Reports:

- a. Report on the financial position, results of operations and changes in the financial position of the entire agency;
- b. Report on compliance including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of the contract;

- c. Report on Evaluation of Internal Accounting Controls. A copy of any management letter issued in conjunction with the audit shall be provided to CSS;
- d. Findings of non-compliance;
- e. Schedule of questioned costs and potential amount of repayment prior to offsetting any unrelated items; and
- f. Schedule of Federal and State awards.

3. General:

- a. If an individual Contractor administers multiple programs or activities, including one or more publicly funded programs, the audit shall follow the provisions of the Office of Management and Budget Circular A-133, to the extent possible. These requirements are established to ensure audits are made on an organization-wide basis, rather than on a grant-by-grant basis. Revenues and expenses identified by funding source for each program, activity or function are required in addition to OMB Circular A-133 requirements.

XIII. OWNERSHIP OF DATA

Upon completion of the work or upon termination of this Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that any of the Contractors have collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by any Contractor under this Contract shall not be made available to any individual or organization by Contractors without the prior written approval of County. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractors.

XIV. CONFIDENTIALITY

Each of the Contractors agree to maintain the confidentiality of all County records related to the work and participants of this project. Any information obtained by any employee of Contractors pursuant to the services provided in this Contract is confidential, and each Contractor agrees to maintain the confidentiality of all information related to the services provided. The use or disclosure of any information for any purpose not directly connected to the services provided is prohibited, except with the informed written consent of the Child Support Director, and will be considered grounds for sanction of the Contractor, and possible termination of this Contract as to the Contractor in violation. Additionally, any person violating this section may be fined pursuant to Wis. Stat. § 49.83. The obligations of this section survive any expiration or termination of this Contract. All reports and records must be maintained for seven (7) years.

XV. STAFFING

Each Contractor shall provide all personnel required in performing the services under this Contract. Such personnel shall not be any officer or employee of the County, or have any other conflict of interest or Contractual relationship with the County. No employee of the Milwaukee County Department of Child Support Services shall be an officer, member of the board of directors, or have a proprietary interest in any of the Contractors unless approved in writing by the CSS Director.

XVI. CODE OF ETHICS

Each of the Contractors hereby attests that each is familiar with Milwaukee County's Code of Ethics and agree to observe its standards of conduct as described in section 9.05 of the Milwaukee County General Ordinances.

XVII. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE

In the performance of work or execution of this Contract, the individual Contractors shall not discriminate against any employee or applicant for employment because of race, color national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Each of the Contractors will post in conspicuous places, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the terminated Contractor for use in completing its Contract, pursuant to section 56.17(1a) of the Administrative Code for Milwaukee County referenced and incorporated herein.

Furthermore, all of the Contractors agree that each will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of their Contracts, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractors' workforces, where these groups may have been previously under-utilized and under-represented. The Contractors agree that in the event of any dispute as to compliance with the requirements of this section, it shall be the Contractors' responsibilities to show that they have met all such requirements, per section 56.17(1d) of the Administrative Code for Milwaukee County.

Consistent with the requirements of the U.S. Department of Health and Human Services (HHS) and the Administration of Children and Families (ACF) financial assistance award, each of the Contractors commit to adhere to the program assurances described in the Memorandum of

Understanding: Pathways to Responsible Fatherhood Grant Milwaukee County Department of Child Support Services Subcontractors and Other Key Partners attached as Exhibit A and incorporated herein. Each of the Contractors further agree and assure to comply with each of the following federal provisions described in sections A-E below.

A. 45 CFR part 91, Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. 45 CFR part 80, Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. In addition, recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency.

D. 45 CFR part 86, Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

E. 45 CFR parts 84 and 85, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XVIII. STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE

Milwaukee County's Community Business Development Office approves the Disadvantaged Business Enterprise (DBE) utilization for its contractors and will also make a determination whether good faith efforts are being used to meet the DBE goals. The efforts employed by the contractor should be those that one could reasonably expect a contractor to take if the contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract goals, 49 CFR section 26.53 and Appendix A to 49 CFR Part 26 provide guidance regarding good faith efforts.

XIX. RESOLUTION OF DISPUTES

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

XX. INDEMNITY

Each of the individual Contractors agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractors, or their agents, which may arise out of or are connected with the activities covered by this agreement.

Contractors shall indemnify and save County harmless from any award of damages and costs against the County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of tasks and services covered by this agreement.

XXI. INSURANCE

Each of the individual Contractors understand and agree that financial responsibility for claims or damages to any person, or to Contractors' employees and agents, shall rest with the individual Contractors. Contractors shall effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County, upon request, by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

Each of the Contractors shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

Each of the individual Contractors shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Personal Injury	\$1,000,000 Per Person
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage – all autos owned, non-owned and/or hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin requirements

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS SERVICES PROVIDED IN THIS AGREEMENT. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE SHALL BE AFFORDED THE COUNTY.

A WAIVER OF SUBROGATION FOR WORKER'S COMPENSATION BY ENDORSEMENT IN FAVOR OF MILWAUKEE COUNTY SHALL BE PROVIDED.

The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide and approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A *Certificate of Insurance* shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

The Contractors shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

XXII. NOTICES

Notices to the County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to Jim Sullivan, Director, Milwaukee County Child Support, Room 101, Milwaukee County Courthouse, 901 N. 9th St., Milwaukee, WI 53233 , and notices to the individual Contractors shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in Section I of this Contract or to such other respective addresses as the County and/or individual Contractors may designate to each other in writing from time to time.

XXIII. ADDITIONAL APPLICABLE PROVISIONS

This agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Each of the individual Contractors acknowledge and agree that each will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

It is expressly understood, agreed and assured that the parties' obligations hereunder are subject to federal concurrence, policies, regulations and restrictions with this Contract including all but not limited to the additional following provisions.

Acknowledgment of Federal Funding

As required by HHS appropriations acts, all HHS recipients must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

The Cost Principles

Cost principles establish general standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or indirect costs, and set forth allowability principles for selected items of cost. Applicability of a particular set of cost principles depends on the type of organization making the expenditure.

The cost principles are set forth in the following documents and are incorporated by reference in 45 CFR 74.27 and 92.22: OMB Circular A-21—Cost Principles for Educational Institutions (2 CFR part 220); OMB Circular A-87—Cost Principles for State, Local, and Indian Tribal Governments¹⁵ (2 CFR part 225); OMB Circular A-122—Cost Principles for Non-Profit

Institutions 16 (2 CFR part 230); 45 CFR part 74, Appendix E—Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals 48 CFR subpart 31.2 (Federal Acquisition Regulation)—Contract Cost Principles and Procedures—Contracts with Commercial Organizations .

XXIV. APPROVAL

The County enters into this Contract as authorized by the Milwaukee County Board of Supervisors

Resolution File No. _____, adopted on _____,

Ratified by the Milwaukee County Executive on _____.

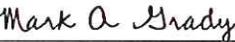
Approved with regards to County Ordinance Chapter 42:

By:  Date: 8/20/2014
Community Business Development Partners

Reviewed by:

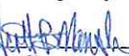
Approved for execution:

By:  Date: 8/21/2014
Risk Management

By:  Date: 8/21/2014
Corporation Counsel

Approved:

Approved:

By:  Date: _____
Controller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

In witness, whereof, the County and each of the individual Contractors, by their authorized representatives, hereto have executed this Contract.

COUNTY:

Jim Sullivan, Director
Department of Child Support Services

CONTRACTORS:

Paula Penebaker, President and CEO
YWCA of Greater Milwaukee

Tina Koehn, VP of Administration
United Migrant Opportunity Services

Joseph Volk, Executive Director
Community Advocates, Inc.

Albert Holmes, Director
My Father's House, Inc.

Angela Turner, President and CEO
Center for Self-Sufficiency

Angela Robbins, Executive Director
Compel Milwaukee

Carol Keintz, Executive Director
Next Door Foundation

Earl Buford, Executive Director
Wisconsin Regional Training Partnership

McAuthur Weddle, Executive Director
Northcott Neighborhood House

Hollis Patzer, Executive Director
Wisconsin Community Services, Inc.

Terri Strodhoff, Director
The Alma Center

Angela Turner, President and CEO
AMTC and Associates

Domingo Cruz, Board President
Centro Legal

**MEMORANDUM OF UNDERSTANDING: PATHWAYS TO RESPONSIBLE FATHERHOOD GRANT
MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
SUBCONTRACTORS AND OTHER KEY PARTNERS**

PREAMBLE

The Milwaukee County Department of Child Support Services (CSS) and participating stakeholders (all located within the community of the target population and service) represent a wide range of community sectors that have demonstrated capacity in providing Responsible Fatherhood and related support services. CSS, entering its fourth year, serves as the lead on behalf of an established system of experienced organizations to promote responsible fatherhood in the City and County of Milwaukee. The multi-faceted strategy includes services designed to increase employment and economic stability, foster responsible parenting, and improve marriage and relationship skills. This MOU contains the level of involvement, responsibilities, and resource commitment of each partner.

AGREEMENT

This 3rd party agreement and statement of assurances is entered into by the following entities:

Milwaukee County Department of Child Support Services (CSS) will serve as the applicant, administrative agency and fiscal agent for the project (funding Range A. CSS will oversee the project-wide objective of serving 1, 750 low-income (primarily) fathers and co-parenting couples. CSS will oversee implementation of all activities, outputs, objectives and outcomes described in this application. In addition to providing project oversight, CSS will provide preliminary assessment and a Coordinated Case Management Plan to 600 low-income fathers followed by referral to case management partners; as well as deliver a range of child support services (including establishing paternity, obtaining support orders and conducting modification reviews) at the Courthouse and through outreach at sites such as the other project intake centers and correctional facilities.

KEY PROJECT PARTNERS

YWCA of Greater Milwaukee,

- Serve as an Intake Partner in Northeast Milwaukee for 250 low-income fathers who are receiving or meet the eligibility criteria for eligible, low income fathers
- Conduct Assessments for each father, screening for all identified domain areas, including: Parenting, Healthy Marriage, Employment and Child Support.
- Development of a Case Management plan for each participant. Provide wraparound support services and referrals (including Healthy Marriage Education provided by the YWCA via the CFSS Healthy Marriage grant) for each participant.
- Provide as indicated by the initial assessment, employment services needed including career readiness services, prevocational services and GED for 250 individuals.
- Of the 250 who receive employment services, assist in placing 85 participants with jobs.
- Conduct retention checks at 30, 60 and 90 days. A minimum of 50% (43 participants) will be retained at the 90 day point. Those who indicate they are not working at the 30, 60, 90 retention check will receive additional services.

United Migrant Opportunity Services (UMOS)

- Serve as an Intake Partner in Milwaukee's near South side for 150 low-income fathers who are receiving or meet the eligibility criteria for Transform Milwaukee or W-2 TANF (75 of which will be co-enrolled into the CFSS Healthy Marriage Program and receiving Within My Reach or Within Our Reach curriculum)

- Conduct Assessments for each enrolled father, screening for all identified domain areas, including: Parenting, Healthy Marriage and Employment.
- Development of a Case Management plan for each participant and provide wraparound support services and referrals (including Responsible Parenting Curricula Referral and Healthy Marriage Education provided by UMOS via the Healthy Marriage grant) for each participant.
- As indicated by the Case Plan and per eligibility criteria **150** participants will be assessed and co-enrolled into employment services and training programs including: Transform Milwaukee, Children First, FSET, WIA, W2 (TANI) or the UMOS Employer Services Unit and Education Services Unit
- Of the 150 who receive employment services, UMOS will assist in placing **39** participants into jobs at least 20 hours per week.
- Conduct retention checks at 30, 60 and 90 days. A minimum of 50% (19 participants) will be retained at the 90 day point. Those who indicate they are not working at the 30, 60, 90 retention check will receive additional services.
- **UMOS will also provide Responsible Fatherhood Education to 75 fathers utilizing Fatherhood Development curricula who are co-enrolled into the Healthy Marriage program.**

Community Advocates, Inc (CA) (Through its Milwaukee Women's Center Division)

- CA will provide Responsible Parenting curriculum to **150** low-income fathers enrolled in its Nevermore batterer's treatment program. (50 of which will receive the Fatherhood Development Curricula)
- CA will ensure each participant receives an assessment (screening for all domain areas, including: Parenting, Healthy Marriage and Employment) and provide wraparound case management including supportive services and appropriate referrals.
 - a. CA will Draw on internal agency support services on condition of availability and assessed need, including 10 units of permanent supportive housing, protective payee services, rental assistance, energy assistance program, telephone and utilities services assistance programs; behavioral health services; and pre-trial services)
- CA shall serve as the Community Resource Coordinator for the project. As Fatherhood Project Community Resource Coordinator, CA shall:
 - a. Be thoroughly familiar with the specific resources available from each Contractor and have a general knowledge of other community resources relevant to project participants;
 - b. Provide training to staff of CSS and Contractors re: community resources available to the project and participants;
 - c. Respond to Contractor staff inquiries about available resources
 - d. Inform, through monthly meetings with project partners and other methods as appropriate, information about availability of new resources and any changes relating to existing resources.
 - e. Coordinate resource fairs for staff and participants
 - f. Provide staffing for partner CFSS' Community Resource Room, open to Pathways participants
 - g. Maintains an online partner resource bank and distributes information to partners
 - h. Recruits and maintains program resources for partners and participants

The Alma Center

- Review current Domestic Violence Protocol and make updates including adding trauma informed care screening and care related protocol and components.
- Facilitate initial 2 hour training for select Pathways partners focusing on how to screen for Adverse Childhood Experiences and adult trauma symptoms and how to use the information to make proper referrals. The training will also focus on the administration of trauma screening tools that can be used with men and women who are either victims of domestic violence or perpetrators. These screening tools include: the Adverse Childhood Experiences Survey or the Inventory of Altered Self Capacities (Briere 2002). Following the initial training, quarterly trainings will be held.
- Provide abbreviated orientations for partner sites that will not be making assessments to ensure they are informed however on understanding trauma and making referrals.
- **The Alma Center, based on need, may facilitate ongoing trainings and group sessions for staff and participants in the areas of Trauma Identification/Awareness, Trauma Resolution, Emotional Wellness and Domestic Violence.**
- Will serve as a referral source for men returning to the community or in the community who require perpetrator services through existing funding. Any referrals to those programs will take place at no cost to the Pathways program.
- For those men returning to the community or in the community who require perpetrator services, the Alma Center, Sojourner Family Peace Center and Community Advocates provide those services through existing funding. Any referrals to those programs will take place at no cost to the Pathways program.

My Father's House, Inc. (MFH)

- Serve as an Intake Site in Northwest Milwaukee for **350** low-income fathers in Milwaukee
- Serve as an Intake Site for **200** DCF/BMCW referred participants
- Conduct an Assessment for each father, screening for all identified domain areas, including: Responsible Parenting, Healthy Marriage and Economic Stability.
- Development of a Case management plan for each participant. Provide wraparound support services, referrals and follow-up.
- Provide 0.5 FTE to provide mobile intake in the community, assessment and CM to partners not contracted to do so
- Deliver responsible parenting curricula(s) to **200** individuals.
20 24/7
100 Fatherhood Development
80 InsideOut Dads
- Staff become trained Mediators and become a referral source for participants in need of family court mediation accordingly.

AMTC and Associates

- Provide Performance Measurement and Fidelity System Specification AMTC and Associates will specify the 2014-15 performance measurement and program fidelity system and oversee implementation; including reviewing survey implementation results, providing analysis of staff focus group feedback and overseeing tasks outlined on CSS program performance measurement tracker are completed.

- Maintain and Develop System and Tools to Monitor Program Activities and Staff Modify existing and develop new performance measurement tools as needed, (e.g. policies and procedures, educator observation schedule/procedures and training, forms and methods for addressing results with educators, fiscal processing and reporting forms, customer satisfaction survey, and educator and case manager surveys). In addition assist CSS in monitoring program activities and educators/ case managers, increase effectiveness in job and career advancement and fatherhood curriculum activities, improve recruitment, selection, training and retention of quality staff and address non-compliance issues of partners. These tools will measure effectiveness and fidelity.
- Performance Measurement and Curriculum Training
 - a. AMTC and Associates will work with CSS to plan annual curriculum, performance measurement, including Online Participant Tracking (OPTS) training, create all materials and tools for training and provide follow-up one-on-one assistance and support.
 - b. The Year 4 training will include annual and ongoing OPTS training and materials. Training will also include documents such as policies and procedures, required forms, staff monitoring forms, curriculum and case management fidelity tracking forms, and program participant, educator, case manager and community partner surveys or focus group guides.
- Curriculum Fidelity and Program Sustainability Maintain communication with Authors/Liaisons' to Publishers of evidence based curricula approved for use in the project, including Dr. Jeffery Johnson, Author *Fatherhood Development Curriculum*; Ave Mulhern, Liaison to National Fatherhood Institute , *24/7 Dad*, *InsideOut Dad* and *Dr. Dad Curricula* ; and Rebecca Turnbow, Liaison for *p.a.p.a.* curriculum.
 - a. Angela Turner and sub-contracted national expert fatherhood consultants, Maurice Moore, Joe Jones (Center for Urban Families), Uriel Johnson and PhD researchers, Dr. David Pate and Dr. Jeffery Johnson will work with CSS to identify curriculum delivery and sustainability needs and coordinate refresher trainings and one-to-one follow-up services as needed.
- OPTS Data Base. AMTC and Associates will provide CSS and partners access to online data collection and monitoring system, Online Participant Tracking System (OPTS), to collect, analyze and report on participant-level demographic data and performance measures identified by the federal Office of Family Assistance (OFA). CFSS and sub-contracted partner Two Island Solutions will develop and maintain the system in response to the project and implement enhancements / fix bugs as requested by CSS. The OPTS system allows CSS to:
 - a. measure, analyze, monitor and report on all outputs, objectives and outcomes identified in the Logic Model in the grant application;

- b. serve as the mechanism by which all case management activities are monitored and modified;
 - c. document program activities starting at intake, progressing through education, training, case management, employment, retention & support services; and
 - d. monitor fidelity to the project and curricula, inform the CSS project director regarding performance, and provide adherence information and advice to partners delivering services.
- Provision of Ongoing Technical Assistance. Angela Turner , Maurice Moore, Joe Jones (Center for Urban Families) , Uriel Johnson and PhD Researches Dr. David Pate and Dr. Jeffery Johnson will provide ongoing group/ individual performance monitoring and technical assistance through conducting site visits and observations. Additionally, they will attend OFA required conferences and other recommended sessions related to fatherhood to learn about national best practices as recommended by OFA and CSS.
- Data Quality Assurance
 - a. AMTC and Associates will perform weekly data audits, produce educator, manager/funder output and outcome reports. CFSS will communicate regularly with CSS and project partners to respond, address and report on bugs or system enhancements.
 - b. Qualitative Performance Measurement Systems
 - c. Angela Turner and sub-contracted Researchers, Uriel Johnson, Dr. Jeffery Johnson and Dr. David Pate Jr. will provide Qualitative Performance Measurement Systems, including conducting focus groups and one on one interviews to measure program participants' successes in achieving economic stability and overall participant satisfaction.
- Logic Model Outcome Measurement and Implementation of ACF Measures. Provide Logic Model Outcome Measurement, and ensure implementation of ACF Measures, revising and processing pre/post attitudinal surveys. Angela Turner and Associates will and Dr. Pate will complete performance measurement analysis by December 2014, summarizing important results & recommendations.

Center for Self-Sufficiency (CFSS)

- CFSS will provide and/or facilitate through its network of experienced educator partners the provision of the *Within My Reach* (community) or *Walking the Line* (correctional settings) curriculum for 300 participants in DOC facilities and Pathways partner sites.

- CFSS will provide coordination of Milwaukee Reentry Network efforts with Department of Corrections (DOC), Department of Workforce Development (DWD) and partners to ensure eligible offenders are provided appropriate mix of project services and that services are not duplicated against other programs, such as Department of Labor (DOL) Enhanced Transitional Jobs and the CFSS Healthy Marriage Project, including planning of an annual Resource Fair and smaller tours to ensure project partners provide appropriate support services and community resources.
- Utilizing contracted Business Services Representative (BSR) CFSS will place **26** participants in jobs in the third grant year, at least half (**13**) will retain employment for 90 days.
- The BSR will set up a mobile site at the Milwaukee County Courthouse, providing easy to access employment services for fathers referred by Child Support Services as well as the Milwaukee Community Services Corps.
- CFSS to ensure each participants gets an assessment and wraparound CM though mobile intake provider.

Compel Milwaukee

- Deliver curricula to 590 low-income individuals per grant year as follows:
 - a. *Inside Out Dads* to 180 men referred by DOC
 - b. *P.A.P.A.* to 180 men referred by DOC and 40 expectant fathers.
 - c. *Dr. Dad* to 150 men referred by DOC and 40 expectant fathers.
- Conduct workshops for 240 low income men per grant year as follows:
 - a. *Boot Camp for New Dads* for 120 men referred by DOC.
 - b. *Roads to Employment Success* to 120 men referred by DOC
- Pilot a re-entry support program to be completed by 20 men in Corrections which includes:
 - a. Guided individual re-entry goal-setting and task completion sessions
 - b. Personal monitoring in goal completion
 - c. Providing the curriculum, *Understanding Dad*, to their children's custodial mothers., to assist family reunification.

Next Door Foundation (NDF)

- Provide Assessment (screening for all domains, including: Parenting, Healthy Relationships, Employment and Child Support Services)
- Ensure the provision of wraparound Case Management Services to **140** fathers recruited from the Headstart program, including development of a coordinated case management plan and follow up.
- Deliver Fatherhood Development curricula to **140** low-income individuals. Primarily from its Early Head Start and Head Start programs.
- Facilitate lunch and learn sessions with **75** participants (open to all pathways participants)
- Facilitate weekly Man to Man support sessions for **50** participants

Wisconsin Regional Training Partnership (WRTP) will provide pre-apprenticeship education and training and placement of **50** individuals in manufacturing and trade jobs with a pay range of

\$8-\$15 per hour. 50% of replacements will be retained for 90 days. WRTP to track retention accordingly and document credentials attained for each participant. Additionally WRTP will ensure participants receive a comprehensive assessment and wraparound case management services by teaming up with Milwaukee County Child Support Services and other mobile intake and Case Management providers.

Northcott Neighborhood House will provide sector based training in the area of construction and home rehabilitation for 25 participants and will assist in placing all 25 participants into full-time employment, preferably in the construction industry, half (13) of who will be retained in their jobs for at least 90 days. Northcott to track retention accordingly and document credentials attained for each participant. Additionally, Northcott will ensure participants receive a comprehensive assessment and wraparound case management services by teaming up with a mobile intake site.

Wisconsin Community Services (WCS), sole source provider of driver's license recovery services in Milwaukee, will assess the license status of 150 project participants and enroll 25 of these individuals into full driver's license recovery services at the WCS Center for Driver's License Recovery and Employability (CDLRE).

Centro Legal will devote a .5 FTE to provide Family Law Workshops for Staff and Participants in group settings.

STATEMENT OF ASSURANCES

CSS and all subcontractors and key partners commit to adhere to the program assurances described in this document. In addition, activities of each partner will enhance OFA efforts to achieve its stated purpose of promoting responsible fatherhood, including activities designed to promote economic stability, responsible parenting, and healthy marriage. The proposed project and related curricula and all program activities will be consistent with requirements prescribed in the FOA (HHS-2011-ACF-OFA-FK-0194). The project partners provide the following assurances:

- (A) We will grant program access to eligible persons and will not discriminate on the basis of the potential participant's race, gender, age, disability, or religion. We will not, on the basis of race, gender, age, disability, or religion, discriminate in determining eligibility, benefits, or services provided, or applicable rules. The projects and activities assisted under these awards will be available to mothers and expectant mothers who are able to benefit from the activities on the same basis as fathers and expectant fathers.
- (B) We ensure participation in the program is voluntary and have provided a plan on how we will inform potential participants that their involvement is voluntary.
- (C) We agree that as a condition of acceptance of an award under this FOA, to participate fully in ACF-sponsored evaluations (including an impact evaluation, if selected), document and report performance using uniform measures to be provided by OFA, and adhere to all evaluation protocols established by ACF to be carried out by its designee contractors.
- (D) We agree to attend the entrance conference and an annual peer meeting in Washington, DC and send the required staff and contractors as prescribed by OFA.
- (E) We commit to refrain from the use of use funds for any purpose other than the activities specified in the authorizing legislation and the FOA; and to consider each cost to ensure that it is reasonable, allocable, and program-related;
- (F) We agree to not use funds for any unallowable activity, for unauthorized activities including but not limited to an Abstinence Education program; for non-program related capacity-building, or for train-the-trainer programs; to not include fee-for-service for activities under this FOA.
- (G) We will ensure that any award of Federal funds under this FOA will not supplant other Federal, State, or local funds, which otherwise have been made available.

- H) We will ensure confidentiality of all participant data, and ensure that data shared with external program evaluators will not include identifying information.
- (I) We will comply with 45 CFR § 74.21(b) (2) - (3) and (b) (6) - (7).
- (J) Protection of Sensitive and Confidential Information: all partners will take all reasonable precautions to assure the protection of confidential and sensitive information for its employees, project participants and other beneficiaries of its services, including the following. Partner agencies will conduct annual background checks on all staff as required by Wisconsin law, and results will be kept confidential. Participant data in hard copy format will be securely stored on site at each partner agency facility and kept in a locked, fireproof cabinet, to be retained for seven years. Confidential electronic records will be secured using protocol that adheres to industry and legally required security standards.
- (K) Duplication of services: By signing this MOU, all partners provide assurance that if funded, this OFA project complements community efforts to improve family outcomes and we will not duplicate services provided by other OFA grantees. If project partner Center for Self-Sufficiency is funded to provide Healthy Marriage and Relationship Education services, a common assessment and data system will be used with both grants and will ensure services are not duplicated.

We, the undersigned agree, on August ____, 2014, to these stated commitments and assurances:

Milwaukee County Child Support Services
Jim Sullivan, Director

Next Door Foundation
Carol Keintz, Executive Director

WI Department of Children & Families
Secretary Eloise Anderson

Milwaukee County Housing Division
James Mathy, Special Needs Housing Manager

WI Department of Corrections
Secretary Gary Hamblin

Wisconsin Regional Training Partnership
Mark Kessenich, Interim President & CEO

WI Department of Workforce Development
Greg Williams, Local Veterans Employment Rep(LVER)

Northcott Neighborhood House
McArthur Weddle, President & CEO

Milwaukee Public Schools
Gregory E. Thornton, Ed.D, Superintendent

Milwaukee Area Workforce Investment Board
Donald Sykes, President & CEO

YWCA of Greater Milwaukee
Paula Pennebaker, President & CEO

Wisconsin Community Services
Hollis Patzer, Executive Director

United Migrant Opportunity Services
Tina Koehn, Vice President of Administration

Centro Legal
Heather Ramirez, Executive Director

My Father's House, Inc.
Albert Holmes, President

Penfield Children's Center
Christina Holmes, President

Community Advocates
Andi Elliot, Interim Executive Director

4-C for Children
Jack McCommon, Executive Director

Center for Self-Sufficiency, Inc
Angela M. Turner, President & CEO

Center for Veterans Issues
General Robert Cocroft, CEO

Milwaukee Visitation & Family Support Services
Beverly Moore, CEO

Milwaukee County Behavioral Health Division
*Walter Laux, Director, Adult Community
Mental Health & AOD/A Services*

Compel Milwaukee
Angela Robbins, Executive Director

Milwaukee County Pathways to Responsible Fatherhood Project - All Partners, Year 4 Budget

Milwaukee County Pathways to Responsible Fatherhood Project - All Partners, Year 4 Budget		
Line Item	Detail Description	12-Month Budget
Personnel	Description	
Jim Sullivan (AOR/CSE Director)	.12 FTE - Auth. Org. Rep. (AOR) provides executive leadership, direction, oversight of proj.	\$14,558
Project Director – Jetaunne Richardson	.52 FTE (year 1) & .50 FTE (year 2 & 3) - Point of Contact (POC) Responsible for day-to-day management including contract development & compliance.	\$40,869
Proj. Fiscal Dir. -A. Marcinowski	.2 FTE: Fiscal oversight of project. Compliance with grant fiscal requirements/reporting	\$16,433
Community Outreach Coordinator - John O'Shea	.23 FTE: Work with community partners/local judiciary to promote and increase project effectiveness and recruitment.	\$26,869
Paralegals/Case Mngrs's (K. Parris, R. Haslett, A. Williams)	2.5 FTE's: Staff/Outreach intake/assessment centers to provide Child Support services (ES)	\$134,325
Fiscal Coordinator - J. Ritzow	.2 FTE: Assist Project Fiscal Director with coordination of accounts payable and statistical data	\$11,351
Admin. Coord. (L. Kaufman)	.4 FTE: Assist Project Director with day-to-day activities and partner activities/payments	\$14,960
Total Personnel	Total Personnel	\$ 259,365
Fringe Benefits		
Fringe benefits for Project Staff	41.67% fringe benefit rate: payroll taxes (7.65%), health/dental insurance/pension (35.48%)	\$111,854
	Fringes Total	\$ 111,854
Travel		
Grantee Conferences (AOR, Proj Dir, Dir Research Planning)	Attend Conferences (4 staff) and Peer Meetings (4 staff) (3 days projected). Estimated cost per staff, \$350 air, \$800 hotel, \$100 per diem, \$100 ground transportation, \$1,350 per person.	\$10,800
Local Travel	600 miles @ .56/mile	\$336
	Travel Total	\$ 11,136
Supplies		
Computers	2 Laptops (One per Project Director/Paralegal/Case Manager to support CSE services outreach at partner sites)	\$2,000
Staff Supplies	Average annual cost (\$300 per FTE) for 5 FTE.	\$1,500
Printing	Program related forms and print materials	\$8,786
	Supplies Total	\$ 12,286
Other		
Phone	Includes land line phone costs (\$80 per month) and cell phone (\$60 per month) x 4 staff	\$6,720
Marketing	Ads in local publications(\$3,500), brochures, flyers, and promotional items (\$3,500)	\$7,000
Postage	\$.49 per unit for standard mailing of program materials and \$1.20-\$7.00 for large mailings	\$4,280
Curriculum Training:	Year 3 Kickoff, additional partner training and technical assistance	\$17,000
	Other Total	35,000
	CSS Direct Charges Totals	429,641

DocuSign Envelope ID: C13E5733-216B-4C0A-AD0D-8EAE6FCB3E2B

Milwaukee County Pathways to Responsible Fatherhood Project - All Partners, Year 4 Budget

DocuSign Envelope ID: C13E5733-216B-4C0A-AD0D-8EA6E6FC83E2B

Line Item	Detail Description	12-Month Budget
Compel Milwaukee	Delivers curricula to 570 low-income men: <i>InsideOut Dads</i> to 180 individuals referred by DOC; P.A.P.A. to 20 expectant fathers & 180 men referred by DOC; Dr. Dad to 150 men referred by DOC and 40 expectant dads in partnership with local clinics/hospitals. Delivers workshops to 240 low-income men: <i>Boot Camp for New Dads</i> workshops for 120 men referred by DOC; and <i>Roads to Employment Success</i> workshops to 120 men referred by DOC. Conducts a pilot re-entry project to be completed by 20 incarcerated men which includes <i>Understanding Dad</i>, a curriculum for 15 co-parents to ease family reunification	
Personnel	1.0 FTE Exec. Dir (\$30,000); 1.0 FTE Fatherhood Dir (\$30,000); 1.0 PTE Data Entry Assistant (\$5,000)	\$65,000
Fringe Benefits	Computed at 20% of Personnel Salaries	\$13,000
Contractual	Professional & Technical Services (\$6,150), Facilitator Contracts (\$11,590) includes the following trainings { <i>I/O Dads</i> -\$2,520); <i>Dr. Dad</i> (\$1,120); <i>Understanding Dad</i> (\$280); <i>P.A.P.A.</i> (\$2,870); <i>Boot Camp</i> (\$840); <i>Roads</i> - (\$3360); <i>Re-entry program</i> (\$600);	\$17,740
Travel/Training	Fatherhood Conference (\$1,000),	\$1,000
Program Supplies	Office Supplies (\$1,070); Expenses (curricula, wkbks, supp. materials, facility rental, transp. for teens) for <i>InsideOut Dads</i> (\$720), <i>Understanding Dad</i> (\$0), <i>P.A.P.A.</i> (\$1920), <i>Boot Camp for New Dads</i> (\$1,260), <i>Dr. Dad</i> (\$1,650)	\$6,620
Other	Liability ins. (\$500), overhead (\$11,000), Equipment Repair (\$200)	\$11,700
	Compel Milwaukee Total	\$ 115,060
My Father's House Inc. (MFH)	MFH will serve as a central access point for project services, provide comprehensive assessment, case management, SCCMP and referral to and coordination of support services for 350 low-income fathers. MFH will deliver responsible parenting curricula to 200 individuals as follows: 1) <i>Fatherhood Development Curriculum</i> to 100 individuals recruited through outreach to CSE; 2) the <i>InsideOut Dads</i> curriculum to 60 individuals referred by DOC; 3) the <i>24/7 Dad AM</i> curriculum to 20 other low-income individuals including ones recruited through child welfare.	
Personnel	1.0 FTE President - A. Holmes (\$61,200), 3.0 FTE case managers (\$102,000), 1.0 FTE Program Director (\$48,000), 1.0 FTE Office Manager (\$28,000), .5 FTE Office Assistant (\$17,358)	\$256,558
Fringe Benefits	Payroll taxes, health insurance, dental insurance (16%)	\$41,142
Travel	2 staff to attend Fatherhood Grantee Conference (\$350 registration, \$500 air, \$450 hotel, \$120 per diem, \$80 transport/parking - per staff), 1 conference total cost \$3,000; mileage reimbursement for 4 FTE: 8,000 miles @ .56/mile for a total of \$4,480	\$7,480
Training	3 staff @ \$1,000	\$3,000
Supplies	Program Supplies \$2,000, Food/Bus Tickets \$1,500, copier lease \$1,800, printing \$1,500, Office Supplies 6 FTEs \$1,820	\$8,620
Administrative	Includes landline and cell phone (\$3,600), postage (\$700), Occupancy/Utilities (\$42,000), Liability Insurance (\$2,400), Educators fees (50hrs at \$30 pr hour) \$1,500, Accounting Services 120 hrs @ \$75 per hour (accounting, billings, payroll, budgets, online service) \$9,000, Audit/990 services \$2,000	\$61,200
	My Father's House Total	\$ 378,000

Milwaukee County Pathways to Responsible Fatherhood Project - All Partners, Year 4 Budget

Line Item	Detail Description	12-Month Budget
Next Door Foundation	Next Door will deliver Responsible Parenting curricula to 275 low-income individuals & couples as follows: 1) <i>Fatherhood Dev. Curriculum</i> (120 individuals), 2) <i>24/7 Dad AM</i> (12 individuals), 3) <i>Man to Man Group</i> (56 individuals), 4) <i>Lunch and Learn</i> (75 individuals), 5) <i>Conscious Relationships</i> (6 couples).	
Personnel (plus Benefits @ 25%)	.60 FTE Fatherhood Coord. A. Pettis(\$22,139), 1.0 FTE Fatherhood Spclst D. Crawford (\$33,492), .75 FTE Prog. Assist. D. Bush (\$21,008)	\$76,639
Fringe Benefits	Fringe Benefits	\$16,094
Local Travel	1,000 miles x .50 cents per mile	\$150
Supplies	program supplies (\$425), print/copy (\$400), partic. incentives (e.g., gift cards) (\$1,500); food (\$3,300), postage (\$300), marketing/recruitment (\$1,000), training (\$1,000)	\$7,925
Facilities/Building Occupancy	Rent (\$2,612), utilities (\$559), janitorial (\$456), liability insurance (\$415), phone (\$1,255), reception (\$295)	\$5,592
Administrative Fees	5.0% of direct costs	\$5,600
	Next Door Foundation Total	\$ 112,000
UMOS		
Personnel	.90 FTE Case Management Coordinator (\$32,135) & .15 FTE Employment Services Manager (\$9,210)	\$41,345
Fringe benefits for Project Staff	Payroll taxes, health insurance, dental insurance and pension, 38%	\$16,538
Program Support Items	Program supplies at \$34.08/participant for 110 participants: Work-related supports such as clothing, equipment, shoes, incentives, etc.	\$3,749
Participant Transportation	Weekly bus passes at \$17.50 to 2 participants per week on average for each 48 weeks and 2 for 15 weeks	\$2,205
Workshop refreshments for program participants	75 participants at \$6.00 each	\$450
Common Office Supplies and Direct IT	Staff are identified under personnel as working on this project. Projected office supplies cost \$191 per FTE per month for 12 months. These supplies include paper, paper clips, pens, pencils, rulers, note pads, staplers, three hole punch, note cards, computer toner, tape, desk top file bins, storage containers, waste paper baskets, binder clips, copier costs.	\$2,407
Local Travel	Mileage at \$.56/mile for program recruitment and service delivery (1,312 miles estimated)	\$735
Family Mediation Certificate	staff certificate training at UWM	\$1,000
Occupancy	Occupancy costs include facilities costs (building, maintenance, utilities, etc.) at \$686 per FTE per month for 12 months	\$8,644
Host Services	Includes shared reception services at \$271/person per month for 12 months	\$3,415
Indirect IT	IT department costs include Internet, email, computer, software and maintenance based on FTEs of that cost objective at \$109/month for 12 months.	\$1,373
Indirect/Administrative	Approved federal administrative rate of 10.1%	\$8,267
	United Migrant Opportunity Services total	\$ 90,128

DocuSign Envelope ID: C13E5733-216B-4C0A-AD0D-8EAE6FCB3E2B

Milwaukee County Pathways to Responsible Fatherhood Project - All Partners, Year 4 Budget

Line Item	Detail Description	12-Month Budget
Community Advocates, Inc. (CA)	Provid Responsible Parenting Curricula to 150 participants, referred through the Nevermore program. CA will also serve as Community Resource Coordinator for the Project.	
Personnel (incl. Fringe Benefits @ 25% of salaries)	1.0 FTE Community Resource Coordinator (\$39,000), who will perform the role project-wide and provide staffing CFSS Community Resource Room; .5 FTE case manager (\$18,000)	
Travel	Local travel @ .56/mile x 4,464 miles for project staff	\$71,250
Supplies	Breakfast and/or lunch and meeting supplies for Parenting Education summits at \$150 per session, twice monthly for 12 months (\$3,600). Office/program supplies, bus tickets, telephone, IT/network services, other professional and temporary non-professional fees, postage, printing, equipment lease and amintenance, janatorial supplies and for 1.5 FTE (\$6,620)	\$2,500
Other	Parenting Education summits for 150 participants referred through the Nevermore program at \$350 per session, twice monthly for 12 months. Occupancy expenses including space, utilities, furniture, equipment, parking, general liability insurance, security, fire protection, general maintenance for 1.5 FTE at \$500 per month for 12 months.	\$10,220
Indirect Costs	Per 29% approved federal (HUD) indirect cost rate	\$19,500
	Community Advocates Total	\$ 120,000
YWCA of Greater Milwaukee	Central access point for MPRF, provide assessment, case mgmt, SCCMP for 250 low-income fathers (HM,RP,ES). YWCA will place 85 participants in jobs, at least half (43) will be retained in employment for 90 days. (ES)	
Personnel	2 FTE case managers (\$72,000) and fringe at 29% of salaries	\$ 92,880
IT, phone and Supplies	Office supplies/postage (\$600), IT (computer, network and help desk support (\$1,800)	\$ 2,400
Travel	Employee travel (local) 1,430 miles @ .56/mile	\$ 800
Other	Occupancy (off. space, \$22,000), partic. supp.srvcs (transp./other direct employ. srvcs assist., \$200)	\$ 22,200
Indirect Costs	@ 10% of direct costs	\$ 11,720
	YWCA Total	\$ 130,000
AMTC and Associates	Performance Measurement and Program Fidelity Contractor. Contracted Healthy Marriage Education. Fixed price includes all overhead and materials.	
Performance Measurement and Fidelity System Specification	Based on consultation with Jim Sullivan and Jetaunne Richardson, Principal Investigator Angela Turner, Ann Miller and Julie Landes will specify the performance measurement & program fidelity systems and oversee implementation. Estimated 120 hours.	\$ 18,000
System and Tools to Monitor Program Activities and Staff	CFSS staff Monique Driver, Deborah Heffner and Sara Woods will modify and develop performance measurement tools to assist Milwaukee County to monitor program activities and internal and external facilitators and case managers, increase effectiveness in job and career advancement and fatherhood curriculum activities, improve recruitment, selection, training and retention of quality staff and address non-compliance issues of partners. Estimated 240 hours.	\$ 29,000

Milwaukee County Pathways to Responsible Fatherhood Project - All Partners, Year 4 Budget

Line Item	Detail Description	12-Month Budget
Performance Measurement and Curriculum Training Program+A1	Deborah Heffner, Lauren Bridgeman, and Sara Woods will meet with Milwaukee County staff and subsequently plan annual curriculum, performance measurement, including Online Participant Tracking (OPTS) training. They will create all materials and tools for training and provide follow-up one-on-one assistance and support. Estimated 150 hours.	\$ 10,000
Curriculum Fidelity and Program Sustainability	CFSS will coordinate refresher curriculum trainings and one-on-one follow-up services. Joe Jones, Maurice Moore, James Worthy and Page Hinerman of the Center for Urban Families will consult with Milwaukee County staff and partners to identify curriculum delivery and program sustainability needs and provide technical assistance to strengthen and curriculum delivery and the Economic Stability components that will lead to program success and future sustainability. Estimated 160 hours.	\$ 16,000
Two Island Solutions - OPTS	Computer programming consultant Two Island System (TIS) will develop and maintain the Online Participant Tracking System (OPTS) in response to needs of the project.	\$ 16,750
Travel - Training and Consultants	Five site visits to the Milwaukee County program throughout the year for technical assistance by CFUF or Maurice Moore. One trip by CFSS staff to the OFA Annual Grantee Conference and 1 trip to relevant Fatherhood conference/training. Each trip is estimated at 2 days: \$400 airfare, \$400 hotel, \$150 per diem, \$100 car.	\$ 7,350
Data Quality Assurance	Monique Driver, Data Compliance Specialist and Deb Heffner to perform weekly data audits, produce educ., manager/ funder output & outcome reports. As needed: update curricula, lessons and sub-activity lists. Add program fidelity tools to OPTS as needed. Review OPTS regularly to identify and troubleshoot and/or report bugs. Communicate regularly with staff to respond, address, report and follow up on bugs from system enhancements. Estimated 300 hours.	\$ 25,000
Qualitative Performance Measurement Systems	In consultation with Milwaukee County and partner staff and the CFSS team, researcher David Pate, Ph.D, will conduct focus groups and one on one interviews to measure program participants' successes in achieving economic stability with emphasis on identifying areas to improve employment focus. Estimated 120 hours.	\$ 18,000
Logic Model Outcome Measurement and Implementation of ACF Measures	Sara Woods and Ryan Adomavich will lead CFSS Evaluation Systems Analysts II and III to develop and process surveys for 2013-14 performance measurement plan. Along with Milwaukee County, Dr. Pate will present results at OFA conference as requested by OFA. Estimated 150 hours.	\$ 15,000
AMTC & Associates Total		\$ 155,100
Center for Self-Sufficiency (CFSS)	Performance Measurement and Program Fidelity Contractor. Contracted Healthy Marriage Education. Fixed price includes all overhead and materials.	
Coordination of Milwaukee Reentry Employment Strategies Team	Provide staff Becky Redmond Walker, Jaclyn Schissel and Lindsey Kapper to the Milwaukee Reentry Network efforts with DOC, DWD and proposal partners to ensure eligible offenders are provided appropriate mix of project services and that services are not duplicated against other programs, such as DOL Enhanced Transitional Jobs and the CFSS Healthy Marriage Project. Plan an annual Resource Fair and smaller tours to ensure project partners provide appropriate support services and community resources. Estimated 500 hours.	\$27,000

Milwaukee County Pathways to Responsible Fatherhood Project - All Partners, Year 4 Budget

Line Item	Detail Description	12-Month Budget
Employment Placement - Business Services Representative	Provide the services of a Business Services Representative, Jerry Miksch, who will place up to 26 individuals into employment. CFSS will be reimbursed at the rate of \$1,000 per documented job placement. Any placement number over 26 will be provided as an in-kind leveraged resource.	\$26,000
Healthy Marriage Education	CFSS certified educators Robert Brown, Barbara White and Lehavre Buck to provide <i>Walking the Line</i> curriculum to 300 fathers. Estimated 500 hours.	\$50,000
	CFSS Total	\$103,000
Centro Legal		
Personnel	.5 FTE (\$29,500) - Lead Attorney will present classes, conduct follow-up contacts, and be available for legal information and referral for all program partners, .05 FTE (\$2,400) Project Director/Supporting Attorneys responsible for project coordination and reporting and additional service delivery, (\$2,255) admin staff allocated based on attorney time to program	\$ 34,155
Fringe Benefits	payroll taxes 7.65%, health insurance, state unemployment, workers comp	\$ 8,000
Operating	Rent (\$2,955), Equipment (\$775), Phone (\$600), Postage (\$750) Audit (\$1,728), training/insurance/dues & fees/IT/etc (\$5,000)	\$ 11,808
	Centro Legal Total	\$ 53,963
Alma		
Founder/Executive Director/National trainer	Review current domestic violence protocols, develop training materials, facilitate training and orientations focused on screening, referrals and other needs as they may arise	\$ 2,735
Wisdom Walk Facilitator/National Trainer	Co-facilitate project training and orientations	\$ 1,400
Fringe benefits for Project Staff	Payroll taxes and health insurance 21%	\$ 865
	Alma Total	\$ 5,000
Wisconsin Community Services	Screen and assess up to 150 fathers' license recovery needs; enroll 25 of these at \$1,000 each	\$25,000
Northcott Neighborhood House	Pre-apprenticeship program or employment placement of 25 individuals @ \$1,600 each	\$ 40,000
Wisconsin Regional Training Partnership (WRTP)	Provide pre-apprenticeship education/training and placement of 50 individuals in manu - facturing & trade jobs with a pay range of \$8-\$15 per hour at \$1,000 per placement (ES)	\$ 50,000
	Total Contractual	\$ 1,377,251
	TOTAL PROJECT COST	\$ 1,806,892

DocuSign Envelope ID: C13E5733-216B-4C0A-AD0D-8EA6FC83E2B

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: August 20, 2014

TO: Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

SUBJECT: Authorization to enter into a contract for consulting and call center services with XEROX State & Local Solutions, Inc.

ISSUES

Milwaukee County Child Support Services (CSS) currently operates a call center staffed by Child Support Assistants (CSAs) who answer around 11,000 calls per month. When call volume exceeds what the CSAs can handle, the calls overflow to higher-level Case Managers, disrupting work flow and negatively affecting agency performance. The call center's ten-year-old software system, Apropos, is no longer state-of-the-art, and it has demonstrated considerable instability. Maintenance costs exceed \$80,000 per year, and cost estimates to replace it are approximately \$1 million.

As state and federal funding is largely dependent upon increasing agency performance, CSS seeks to better its performance beyond the incremental improvements experienced over the last three years. XEROX runs the Child Support Trust Fund (which collects and disburses all child support payments in Wisconsin). It handles call center services for multiple county child support agencies, and it is a nationwide leader in assisting states and large urban jurisdictions improve child support performance. XEROX offers consulting services to study and evaluate child support work processes, and make recommendations for improving processes to more dramatically improve performance.

DISCUSSION

To address these issues, Milwaukee County CSS applied for and received a County Innovation Grant for the cost of the first year of this contract for XEROX's consulting and call center services. In evaluating alternatives for long-term call center services, CSS determined that utilizing XEROX for calls and assigning Child Support Assistants to other office duties, such as handling walk-in customer service duties and assisting Case Managers with various case reports and worklists, would provide CSS with the best opportunity to maximize both performance and cost effectiveness, without incurring the expenses involved with replacing Apropos. With its current contracts with the State of Wisconsin and other Wisconsin counties, XEROX is uniquely positioned to provide comprehensive call center services to Milwaukee County. Additionally, the opportunity to tap into XEROX's considerable experience and expertise provides CSS with a cost-effective method to evaluate and improve current case management practices.

RECOMMENDATION

The Department recommends that the County Board authorize Child Support Services to contract with XEROX State & Local Solutions, Inc. for consulting and call center services.

Respectfully submitted,



Janet Nelson, Legal Counsel Administrator, for Jim Sullivan, Director
Department of Child Support Services

Electronic copies with attachments to:

Chris Abele, Milwaukee County Executive
Theodore Lipscomb, Sr., Chairman, Judiciary, Safety and General Services Committee
Raisa Koltun, Chief of Staff, Milwaukee County Executive's Office
Josh Fudge, Fiscal & Budget Administrator, Department of Administrative Services
Andre Simms, Analyst – County Board
Alexis Gassenhuber, Committee Clerk, County Clerk
Janelle Jensen, Committee Clerk – County Board

Attachments

1
2 From the Committee on Judiciary, Safety and General Services reporting on:

3
4 File No. _____
5 (Journal, _____, 2014)

6 (Item _____) From the Director, Jim Sullivan, Department of Child Support Services (CSS),
7 requesting authorization to enter into a contract for consulting and call center services with XEROX State
8 & Local Solutions, Inc. by recommending adoption of the following:
9

10 **A RESOLUTION**

11
12 WHEREAS, Milwaukee County CSS currently operates its own call center services, utilizing a ten-
13 year-old, expensive-to-maintain software system that has experienced serious breakdowns; and
14

15 WHEREAS, the cost to replace the call center system would require substantial county
16 investment; and
17

18 WHEREAS, XEROX currently operates the State of Wisconsin's Child Support Trust Fund and
19 provides call center services for several county child support agencies around the State; and
20

21 WHEREAS, CSS is able to obtain both workflow consultation and call center services from XEROX
22 while reassigning call center personnel to duties directly impacting performance;
23

24 WHEREAS, the term of the contract would be from October 1, 2014 through November, 2017,
25 and cost \$550,000 for the first year, and \$500,000 for the second and third years; and
26

27 WHEREAS, improvements in workflow processing and increased staffing in areas directly
28 impacting performance have the potential to dramatically improve child support services for county
29 residents and increase performance funding for CSS, now therefore:
30

31 BE IT RESOLVED, that the Committee on Judiciary, Safety and General Services of the Milwaukee County
32 Board of supervisors hereby authorizes the Department of Child Support Services to enter into a
33 contract with XEROX State & Local Solutions, Inc. for consulting and call center services .

MILWAUKEE COUNTY FISCAL NOTE FORM
REVISED

DATE: 8/28/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From the Director of Child Support Services (CSS), requesting authorization to enter into a contract for consulting and call center services with XEROX State & Local Solutions, Inc.

FISCAL EFFECT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input checked="" type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input checked="" type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	363,000	
	Revenue	363,000	
	Net Cost	0	

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Director of Child Support Services requests the County Board's authorization to enter into a contract for consulting and call center services with Xerox State & Local Solutions. The total value of the contract is \$550,000 of which \$187,000 is provided from an allocation of the Innovation fund File # 14-290 (April 2014). Child Support Services is requesting additional expenditure authority to cover the remaining \$363,000 and plans to fund this through an appropriation from the federal child support reimbursement program.

By entering into this agreement, we are estimating that we will save \$500,000 in 2015 (operating budget) as a result of not replacing the current phone system. Additionally we estimate that we will save approximately \$100,000 to \$300,000 per year (operating budget) for the years 2016- 2019. This money would have been used to pay for maintenance and upgrade to a replacement phone system.

Department/Prepared By Agnes Marciniowski, Manager of Operations, for Jim Sullivan, Director, Department of Child Support Services

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.
JSGS September 2014 Packet 102

**MILWAUKEE COUNTY
Inter-Office Communication**

DATE: August 21, 2014

TO: Supervisor Theodore Lipscomb, Chairman, Judiciary, Safety, and General Services Committee

FROM: Amy Pechacek, Director, Department of Risk Management

SUBJECT: Wisconsin County Mutual Insurance Corporation's Public Entity Liability Policy (INFORMATIONAL ONLY)

HISTORY

Milwaukee County has been a member and owner of Wisconsin County Mutual Insurance Corporation (WCMIC) since 1997. WCMIC is currently owned by 52 counties and provides insurance, loss prevention, and claims handling services exclusively to Wisconsin counties, municipalities, and school districts. WCMIC is governed by representatives from the member organizations through the operating committees of Loss Prevention, Underwriting, Claims, Audit, Investment, and Oversight. The coverages provided under the Public Entity Liability policy to Milwaukee County include General Liability, Personal Injury, Automobile Liability, Law Enforcement Liability, Public Officials Errors & Omissions, Architects Errors & Omissions, and Cyber Liability.

BACKGROUND

An Informational Report was requested by the members of the Judiciary, Safety, and General Services Committee regarding how Milwaukee County's Public Entity Liability policy operates in terms of deductibles, limits, coverages, and value added services. Aegis Corporation is the policy administration group for WCMIC, and Mr. John Dirkse, the Executive Vice President of Aegis, will deliver a presentation to the Committee explaining the policy functions and the areas of interest. A copy of Mr. Dirkse's presentation has been included for the Committee's reference (Exhibit A).

cc: Don Tyler, Director, Department of Administrative Services
Raisa Koltrun, Chief of Staff, Office of the County Executive
Paul Bargren, Corporation Counsel

EXHIBITS

A : Aegis / WCMIC Presentation



Wisconsin County Mutual Insurance Corporation

WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION

Milwaukee County

Products & Services Presentation

It's just an insurance carrier...!

they're all the same,
right?

History

- **Insurance Crisis of 1985**
- WCA / DOT / 39 Counties
- 1987 OCI Certified
- 1988 Formed with 24 Counties
- Member Owned / Operated
- 1996 Original Capitalization Returned
- 2014 52 Member Owners



What Are The Benefits?

- Ownership
- Financial Strength
- Coverage
- Philosophy
- Services



Ownership

- Owned by 52 Counties
- Governed by County Board Supervisors / County Executives
- Representative Voice
- Direct Input on Underwriting, Claims and Risk Management Services
- Coverage & Services provided at the lowest possible cost



Board of Directors

- Executive Function
- Coverage Interpretations
- Claims Payments over \$50,000
- Ex Gratia / Strategic Claims Response
- Policy Language Approval
- Oversight of Committee Structure



Operating Committees

- Audit Committee*
- Operations Oversight Committee
- Investment Advisory Committee
- Claims Review Advisory Committee
- Claims Committee*
- Underwriting Advisory Committee
- Loss Prevention/Worker's Compensation Advisory Committee

* Committees of the Board



Significant Events

- Board adopted “plaintiff’s attorney fees” as damages (1990)
- Reduced rates 3.4% following successful lobbying for tort reform (1995)
- Converted to non-assessable mutual (1996)
- Repaid original capital (1996)
- Began paying dividends (1997)
- Reacted to marketplace to help counties with Worker’s Compensation / Property / Nursing Home Liability
- Have NEVER cancelled or non-renewed a member



Coverage:

- General Liability
- Personal Injury Liability
- Automobile Liability Coverage
- Law Enforcement Liability
- Public Officials Errors & Omissions
- Cyber Coverage Enhancement
- Architects Errors & Omissions
- Excess Worker's Compensation*



* NOT CURRENTLY PURCHASED BY MILWAUKEE COUNTY

Coverage: Common Differences

- No Annual Policy Aggregate
- \$10,000,000 Per Occurrence
- All Occurrence – No Claims Made*
- Single Policy Form – No Gaps
- Coverage for Punitive Damages
- Coverage for Non-Monetary Damages

Broad Definition of Damages

*Cyber Endorsement contains claims-made coverage



Coverage: Common Differences

- No Schedule of Vehicles – prevents stacking of limits
- No Care, Custody & Control Exclusion
- Immediate response for EEOC/Civil Rights matters
- Policy language drafted specifically for county operations
- Legal Loss Prevention Expense Endorsement



Insurance Contract vs. Excess Liability

- Deductible vs. Self-Insured Retention (SIR)
- Communication & Decision-Making with Key County Personnel
- \$1,000,000 Per Occurrence
\$3,000,000 Annual Aggregate
- Historical Annual Funding: \$750,000
- Maximum Annual Department Funding Obligation: \$3,000,000



Claims Philosophy: Common Differences

- Rigid Claims Philosophy
- Make plaintiff's attorneys work
- Pre-Claim Prevention response
- Claims review & dispute process
- The results of this philosophy combined with active risk management is a reduction of loss frequency to .65 claims/rating unit from 2.4 claims/rating unit in 1988.
- Claims staff handles **only** public entity claims
- **YOU** are the **OWNER** – we work for **YOU!**





Wisconsin County Mutual Insurance Corporation

WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION

MEMBERSHIP SERVICES

Membership Services

- Educational Programs:
 - Seminars / Field Training Programs
 - Sexual Harassment
 - Defensive Driving
 - De-Escalation
 - FISTA
 - Department Specific Programs
- Policy & Procedures Review
- Law Enforcement Policies Review



Membership Services

- Advanced Law Enforcement Training Program (A.L.E.R.T.)
- Online Video Training
- Liability Loss Control Program Development
- “The Mutual Effort” Newsletter
- Full Website Access
 - News & Information
 - Video Training
 - Claims Reports & Analysis
- Worker’s Compensation Department Experience Modification Reports / Utilization Analysis



Membership Services

- Administrative Services

 - Certificate Issuance & Management

 - Statistical Record Keeping

 - Advisory Services

 - Department Premium Breakdown

 - Loss Trending / Analysis

 - Deductible Selection Reports

 - WisDOT Reimbursement Calculations

 - Contract Review – Hold Harmless,
Indemnification and Insurance Clauses



Membership Services

- Management Services
 - Management Reporting
 - Statistical Record Keeping
 - Legal Opinions
 - Corporation Counsel's Forum
 - GASB 10 Reports for Auditors



**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: September 4, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Paul Bargren, Corporation Counsel *PB*

SUBJECT: Contract Amendment for Legalpeople

It is requested that this contract amendment be referred to the Committees on Judiciary, Safety and General Services (information only) and Finance, Personnel and Audit. This contract was originally for \$85,000 and was amended to \$99,000 effective August 18, 2014 under departmental authority. Approximately \$66,000 has been incurred to date. Pursuant to §59.52(31)(b)(1), Stats., the County Executive has signed and forwarded an amendment to this contract on September 4, 2014, authorizing an additional sum of \$61,000, for a total contract sum of \$160,000. The contract amendment will take effect unless the Finance Committee takes action to reject or affirm the contract within 14 days of this memo.

On June 7th, 2014 Reserve Judge Neal Nettesheim finalized his order on what are known as the John Doe documents. He directed the District Attorney's Office to return to the County the documents and data it had seized from Milwaukee County employees and computers. The materials had been seized from employees in the office of, or reporting to, former County Executive Walker. Milwaukee County worked closely with the District Attorney's Office in the transfer of 500 GB of information. The judge's order further directed Milwaukee County to review the John Doe material to determine the extent to which it may be disclosed under the Wisconsin Public Records law.

County Executive Abele had been brought into Judge Nettesheim's proceedings as the successor custodian of the public records. At County Executive Abele's request, my Office has been handling the public records review. To assist in the review, I hired Legalpeople, an outside legal agency that specializes in large document reviews. With the help of County attorneys and IT staff, four Legalpeople attorneys have been working full time since June 30th formatting, sorting, processing and then going through the huge volume of material to delete non-public material like social security numbers, private employee information, personal medical information and attorney-client communication.

The initial 14 gigabytes of material was made available to public records requesters on August 8, 2014. The released information includes primarily "network documents" (word documents, pdfs, spreadsheets, etc.) and "work station data" (other documents saved on individual's computer desktops, like pictures, word documents, etc) from County computers that were originally seized as part of the investigation. The next release is expected to include material from Email accounts. Attorneys are still working on other documents and the email turned over under the court order. It is too early to provide a timeline for the further releases that will follow.

Because of the unusual nature of this project, it has been difficult to estimate the time and resources needed. However, it appears the initial staffing was inappropriate. The amendment to \$99,000 on August 18 will allow the addition of two more reviewers beginning September 2. The increase requested in this memo will allow the six reviewers to continue work through the end of October, which should complete the bulk of the review.

The funds will be allocated from the 2014 Litigation Reserve Account, Org. Unit 1961.

cc: Kelly Bablitch
Raisa Koltun
Janelle Jensen
Alexis Gassenhuber
Steve Cady

AMENDMENT TO
PROFESSIONAL SERVICE AGREEMENT

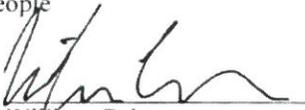
Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by Paul Bargren, Corporation Counsel, and Legalpeople contract attorneys (hereinafter called "the Contractors") previously entered into a contract for professional agreement on June 30, 2014, as amended August 18, 2014 (the "Agreement"). The parties hereby agree to amend the Agreement, as follows:

COMPENSATION

The Agreement is hereby amended to provide that the total compensation to Contractors for services performed under the Agreement shall not exceed ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000.00) unless agreed to by County in writing. At such time as the compensation for Contractor's services approaches ONE HUNDRED AND FORTY THOUSAND DOLLARS (\$140,000.00), Contractor and County will discuss the possibility of entering into an extension or amendment of this Contract.

The foregoing amendments are contingent on County Board review and active or passive approval. Except as set forth above, all provisions of the Agreement and prior Amendments between the parties remain in force and effect.

Legalpeople

By: 
William Colman

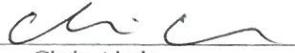
Dated: 8/21/14

Milwaukee County
Office of Corporation Counsel

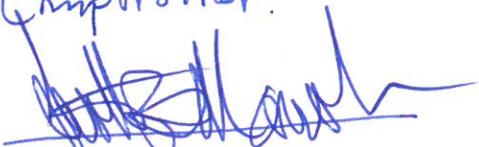
By: 
Paul Bargren

Dated: 9/2/2014

Milwaukee County
County Executive

By: 
Chris Abele

Dated: 9/4/14

Comptroller:

By: 9/2/2014
Dated:

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 4, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution approving a contract amendment for LegalPeople

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	160,000	
	Revenue	0	
	Net Cost	160,000	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this resolution authorizes the amendment of the contract with LegalPeople to process the John Doe document requests.

Department/Prepared By Paul Bargren, Corporation Counsel

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: August 18, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Mark A. Grady, Deputy Corporation Counsel *MAG*

SUBJECT: Notice of Claim of Tanya Weyker
Accident: February 20, 2013

I request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement to be paid by the Wisconsin County Mutual Insurance Company in the amount of \$250,000 to Ms. Weyker and her attorneys, Hupy & Abraham S.C. Ms. Weyker filed a notice of claim for injuries and damages she suffered in a motor vehicle accident with a deputy sheriff operating a squad car.

Ms. Weyker (24 years old) was traveling with a passenger southbound on S. Howell Ave. at the intersection with East Joseph Hutsteiner Drive, Milwaukee, WI when she was involved in a collision with a deputy sheriff in his squad car. The deputy was headed westbound and allegedly rolled through the stop sign at the intersection and made a left turn at the median to head southbound on Howell Ave. when his vehicle and the vehicle driven by Ms. Weyker collided. Ms. Weyker's vehicle spun and struck a tree in the median on the passenger side of the vehicle.

Ms. Weyker was transported by EMS to Froedtert Hospital with a cervical collar and on a board. She complained of head, neck, back and shoulder pain. A CT scan of her neck demonstrated a fractured vertebra (a displaced fracture of the right superior articular facet of C5-C6). Ms. Weyker underwent a neck fusion surgery, including placement of a rod and screws.

The total medical expenses incurred to date are approximately \$188,000.00.

Milwaukee County's liability to claimants such as Ms. Weyker who are injured as a result of the negligent operation of a motor vehicle by county employees is limited to \$250,000 by §345.05(3) of the Wisconsin Statutes. In this case, the deputy allegedly failed to yield the right of way to Ms. Weyker and the value of her injuries and damages justifies payment of the statutory maximum.

Wisconsin County Mutual, our office, and outside counsel for the federal court case (see below) all recommend this settlement.

Ms. Weyker has filed a federal court case alleging various civil rights claims related to her alleged treatment by the Sheriff and his employees (*Weyker v. Quiles et al*, 14-CV-782). Among other things, she alleges a false arrest and abuse of process related to her arrest for OWI and alleges policies and practices on the part of the Sheriff's office to violate citizens' rights and cover up misdeeds. Those allegations arise out of actions subsequent to the motor vehicle accident and do not relate to the claim that the deputy's allegedly negligent operation of his squad car caused the accident. That suit with those allegations will continue to proceed and be defended by the County and its insurer, but all injury claims related to the accident will be resolved by this settlement.

cc: Raisa Koltun
Kelly Bablitch
Alexis Gassenhuber
Erica Hayden

1 From Corporation Counsel requesting approval of a resolution authorizing
2 a settlement of the Notice of Claim from Tanya Weyker.

3
4 File No. 14-
5

6
7 A RESOLUTION
8
9

10 WHEREAS, on February 20, 2013, Ms. Weyker was traveling
11 southbound on S. Howell Ave. at the intersection with East Joseph
12 Hutsteiner Drive, Milwaukee, WI when she was in a motor vehicle collision
13 with a squad car driven by a deputy sheriff; and
14

15 WHEREAS, the deputy was headed westbound and allegedly rolled
16 through the stop sign at the intersection, made a left turn at the median
17 to head southbound on Howell Ave. and allegedly hit the driver's side of
18 Ms. Weyker's vehicle and Ms. Weyker's vehicle spun and struck a tree in
19 the median on the passenger side of the vehicle; and
20

21 WHEREAS, Ms. Weyker was transported by EMS to Froedtert Hospital
22 with a cervical collar and on a board and complained of head, neck,
23 back and shoulder pain; and
24

25 WHEREAS, a CT scan of her neck demonstrated a fractured
26 vertebra (a displaced fracture of the right superior articular facet of C5-
27 C6) and Ms. Weyker underwent a neck fusion surgery, including
28 placement of a rod and screws; and
29

30 WHEREAS, the total medical expenses incurred to date are
31 approximately \$188,000.00; and
32

33 WHEREAS, Milwaukee County's liability to claimants such as Ms.
34 Weyker who are injured as a result of the negligent operation of a motor
35 vehicle by county employees is limited to \$250,000 by §345.05(3) of the
36 Wisconsin Statutes; and
37

38 WHEREAS, Wisconsin County Mutual Insurance Corporation,
39 Corporation Counsel, and outside counsel for the federal court case (see
40 below) recommend this settlement of Ms. Weyker's claim in the amount
41 of \$250,000; and
42

43 WHEREAS, Ms. Weyker has filed a federal court lawsuit (Weyker v.
44 Quiles et al., Case No. 14-CV-782) alleging various civil rights violations

45 against the Sheriff and his employees related to events occurring after the
46 motor vehicle accident, and

47

48 WHEREAS, this settlement resolves only matters related to or arising
49 out of the allegedly negligent operation of a motor vehicle covered by
50 §345.05, Wis. Stats., and will not resolve the federal court lawsuit, and

51

52 WHEREAS, the Committee on Judiciary, Safety and General Services
53 recommended adoption of this resolution by a vote of ___ X ___;

54

55 NOW, THEREFORE, BE IT RESOLVED that Milwaukee County approves
56 a settlement of Ms. Weyker's claim with a payment by the Wisconsin
57 County Mutual Insurance Company of \$250,000 to Ms. Weyker and her
58 attorneys, Hupy & Abraham S.C., in return for a full release of all claims by
59 Ms. Weyker arising out of or related to the allegedly negligent operation
60 of a motor vehicle covered by §345.05, Wis. Stats.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 18, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution approving a settlement of the Notice of Claim from Tanya Weyker.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact

<input type="checkbox"/> Existing Staff Time Required

<input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)

<input checked="" type="checkbox"/> Absorbed Within Agency's Budget

<input type="checkbox"/> Not Absorbed Within Agency's Budget

<input type="checkbox"/> Decrease Operating Expenditures

<input type="checkbox"/> Increase Operating Revenues

<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures

<input type="checkbox"/> Decrease Capital Expenditures

<input type="checkbox"/> Increase Capital Revenues

<input type="checkbox"/> Decrease Capital Revenues

<input type="checkbox"/> Use of contingent funds |
|--|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	250,000	
	Revenue	0	
	Net Cost	250,000	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

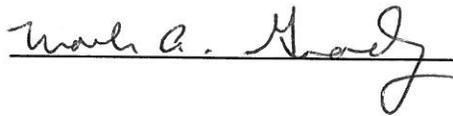
In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this resolution authorizes the Wisconsin County Mutual Insurance Corporation to pay \$250,000 to Tanya Weyker and her attorneys, Hupy & Abraham S.C. in return for a release of all claims of injury arising out of the alleged negligent operation of a motor vehicle. The payment by Wisconsin County Mutual will be applied to the County's deductible.

Department/Prepared By Mark A. Grady, Deputy Corporation Counsel

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: August 18, 2014

TO: Theodore Lipscomb Sr., Chairman
Committee on Judiciary, Safety and General Services

FROM: Paul Bargren, Corporation Counsel *PB*
Mark A. Grady, Deputy Corporation Counsel *MAG*

SUBJECT: BHD patient care liability issues

Supervisor Staskunas and the Committee have requested information regarding the potential legal liabilities related to patient care at BHD. The Committee requested a list of significant claims, an opinion regarding the County's continuing liability following creation of the Mental Health Board and an opinion on the applicability of the Patient's Compensation Fund system to those claims.

Pending Cases and Claims

Listed below are the most significant pending suits or claims asserted against BHD related to patient care.

Estate of Steven Cole v. Milwaukee County et al.
Case No. 14-CV-740, (Eastern District of Wisconsin, federal court)

This lawsuit was just filed in federal court. The claims arise out of Cole's death while a patient at the Mental Health hospital in June of 2011. He suffered from a swallowing/eating disorder. He grabbed a sandwich out of the garbage, quickly put it in his mouth and then choked to death. The suit alleges a wide variety of violations of his civil rights and negligence causing his death.

Estate of Brandon Johnson Notice of Injury/Circumstances

A notice of injury (a precursor to a notice of claim) has been filed in this matter. Mr. Johnson was a 25 year old who was brought to the Mental Health hospital on a law enforcement emergency detention for mental commitment. Mr. Johnson died three days after admission due to a pulmonary embolism related to a fractured vertebrae. Claims of negligent care and negligent hospital practices are anticipated. A public John Doe proceeding was held related to Mr. Johnson's care, but no criminal charges were filed.

Estate of Paul Haugan Notice of Claim

A notice of claim has been filed in this matter for \$1,000,000. Mr. Haugan was a 57 year old who was brought to the Mental Health hospital on a law enforcement emergency detention for mental commitment. He died four days after admission due to breathing difficulties due to malfunctioning CPAP equipment. The claim alleges that negligent care and supervision led to his death.

Estate of Szymon Marciniak Notice of Circumstances

A notice of circumstances (a precursor to a notice of claim) has been filed in this matter. No damage amount has been asserted. The notice relates to the death of Mr. Marciniak from a drug overdose while living in a rehab apartment facility in December of 2012. The notice alleges the County negligently failed to supervise and treat him while he was receiving services in the community.

Estate of Andre Harvey Notice of Claim

A notice of claim has been filed in this matter. Mr. Harvey was brought to the emergency room of the Mental Health hospital by the Milwaukee Police Department in December of 2013. He died shortly after entering. It is alleged that his death was caused by the negligence of the police officers, the private security officers who assisted in restraining him and the staff of the hospital for failing to properly assess and treat him.

Lloyd Johnson Notice of Circumstances

A notice of circumstances has been filed in this matter (a precursor to a notice of claim). While a patient at BHD on March 18, 2012, Mr. Johnson used a pair of surgical scissors that were allegedly negligently left in his room to amputate his penis. It is alleged that BHD personnel did not properly supervise and treat Johnson.

2013 Wis Act 203, Mental Health Board

The Mental Health Board was created by this state legislation. Questions have arisen whether the potential liabilities to patients or consumers associated with past and future BHD operations are the responsibility of the County or of the Mental Health Board.

It is clear that the legislation did nothing to change the County's obligations under §895.46, Wis. Stats., and did nothing to change the County Board's authority to approve claims under §59.51(12), Wis. Stats. The first statute requires the County to defend its employees and to indemnify them from any liability incurred in the scope of their employment. It is also clear that BHD employees remain County employees. Therefore, the County is obligated to provide the same defense and indemnity to BHD employees following the creation of the Mental Health Board that it had before its creation. Thus, the County must provide attorneys to defend these employees in litigation and must pay

any judgments and settlements. Likewise, the County Board retains its authority to decide whether to settle claims arising from BHD operations.

For these reasons, we believe the County remains legally and fiscally obligated for these claims in the same manner as previously.

A corollary question has been raised concerning whether the budget related to these matters should be part of the Mental Health Board budget or the County Budget. There is no clear legal answer to this question in the statutes. On one hand, the liabilities clearly arise out of BHD daily operations and could arguably be included in the BHD budget like other operational costs. On the other hand, the fact that the County retains responsibility for, and authority over, these claims would argue that these costs should be budgeted in the County Budget. From a practical standpoint, leaving funds related to these liabilities in the County budget retains County control over the expenditure of the funds. Placing an estimated amount in the BHD budget gives control over the expenditure to the Mental Health Board. Furthermore, assuming a relatively flat total tax levy, placing the funds in the MHB budget causes a reduction in the County budget or potentially causes a reduction in services to be provided by BHD to cover these liability costs.

Chapter 655, Stats., Patient's Compensation Fund

We were asked whether BHD liabilities related to patient or consumer care could be covered by the patient's compensation fund. The ultimate conclusion is that they either cannot be or that it is not fiscally advantageous to do so.

As a governmental provider of these services, BHD has potential exposure under theories of law in addition to "standard" medical malpractice or negligence. Many of the cases and claims allege governmental violations of civil rights or similar protections, in addition to alleging negligence. The patient's compensation fund only covers medical malpractice negligence claims; it does not cover these other kinds of liabilities.

In *McEvoy v. Group Health Cooperative*, 213 Wis.2d 507 (1997), the Wisconsin Supreme Court held that a claim against an HMO for bad faith for failure to cover certain medical services was not addressed by, and therefore not preempted by, Chapter 655, the patient's compensation fund statutes. The court stated:

We conclude that ch. 655 applies only to negligent medical acts or decisions made in the course of rendering professional medical care. To hold otherwise would exceed the bounds of the chapter and would grant seeming immunity from non-ch. 655 suits to those with a medical degree.

Wisconsin courts distinguish negligent medical acts and decisions from negligence involving merely custodial or routine hospital care. Custodial or routine care "involves

care and attention to the patient's safety rendered by a hospital which is nonmedical, administrative, ministerial or routine care.” *Snyder v. Injured Patients and Families Comp. Fund*, 320 Wis.2d 259, 267–68, 768 N.W.2d 271. Therefore, a routine hospital security search is not a “medical act” because it is not a health care service and does not involve the exercise of professional medical judgment. *Id.* at 272–73; *see also Kujawski v. Arbor View Health Care Ctr.*, 139 Wis.2d 455, 462–62, (1987) (use of wheel chair restraints for nursing home patients involves routine care); *Payne v. Milwaukee Sanitarium Found., Inc.*, 82 Wis.2d 264, 272 (1977) (psychiatric patient's access to matches involves a mixed question of medical care and custodial care); *Cramer v. Theda Clark Mem'l Hosp.*, 45 Wis.2d 147, 149–50 (1969) (leaving a disoriented patient unattended and unrestrained in a hospital bed involves custodial hospital care).

Furthermore, the federal courts have held that claims of disability discrimination related to the provision of medical care do not arise from negligent provision of medical care. *Rose v. Cahee*, 727 F. Supp. 2d 728, 743 (E.D. Wis. 2010). In that case, the doctor allegedly refused to provide the inmate with medical services because she had HIV. The defendants argued that a refusal of service is a malpractice claim under Chapter 655. However, the court found Chapter 655 applies only when a health care provider engages in negligent acts or decisions and that Chapter 655 does not apply where the provider engages in discriminatory acts on the basis of a patient's disability.

Thus, Chapter 655 only covers claims of negligence involving the exercise of professional medical judgment. It does not cover claims related to non-medical negligence, such as negligent administrative or policy decisions or failures nor does it cover claims related to discrimination or civil rights violations. Because most of the suits brought against BHD include claims of forms of non-medical negligence and/or civil rights violations, obtaining coverage under Chapter 655 will not assist the County with coverage for those claims.

Furthermore, the patient's compensation fund has a “deductible” that must be handled by the health care provider of \$1,000,000 per occurrence or \$3,000,000 for all occurrences in one year, §655.23(b)(2)a. Milwaukee County has a limit of liability of \$50,000 per person for negligence, §893.80(3). Therefore, even for claims of medical negligence, there would not appear to be a fiscal advantage to being covered by Chapter 655.

cc: County Board Supervisors
Kelly Bablitch
Raisa Koltun
Scott Manske
Alexis Gassenhuber
Erica Hayden
Patricia Schroeder
Joshua Fudge
Amy Pechacek

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: August 28, 2014

TO: Theodore Lipscomb Sr., Chairman
Committee on Judiciary, Safety and General Services

Willie Johnson & David Cullen, Co-Chairmen
Committee on Finance, Personnel and Audit

FROM: Mark A. Grady, Deputy Corporation Counsel *MAG*

SUBJECT: Status update on pending litigation

The following is a list of some of the significant pending cases that we believe may be of interest to the Committees. New information and additions to the list since the last committee meetings are noted in **bold**. However, our office is prepared to discuss any pending litigation or claim involving Milwaukee County, at your discretion.

1. *DC48 v. Milwaukee County* (Rule of 75)
Case No. 11-CV-16826 (stay of case until October 16, 2014)
2. Retiree health plan (co-pays, deductibles, etc.) cases:
 - Estate of Hussey v. Milwaukee County* (Retiree health)
Case No. 12-C-73 (U.S. Seventh Circuit Court of Appeals affirmed ruling in County's favor)
 - MDSA prohibited practice complaint*
WERC Case No. 792 No. 71690 MP-4726
 - Rieder & MDSA v. Milwaukee County*
Case No. 12-CV-12978 (circuit court ruled in County's favor; MDSA filed appeal to Court of Appeals)

3. Medicare Part B premium reimbursement cases:

FNHP and AMCA v. Milwaukee County

Case No. 12-CV-1528 (Court of Appeals ruled in favor of County; Wisconsin Supreme Court has accepted review)

DC48 et al. (Martel) v. Milwaukee County et al.

Case No. 12-CV-13612 (stayed pending outcome of case above)

4. 1.6% Pension Multiplier cases:

Stoker & FNHP v. Milwaukee County

Case No. 11-CV-16550 (Court of Appeals ruled against County, Wisconsin Supreme Court has accepted review)

AFSCME v. Milwaukee County

Case No. 12-CV-9911 (stayed pending *Stoker* appeal)

Brillowski & Trades v. Milwaukee County

Case No. 12-CV-13343 (stayed pending *Stoker* appeal)

5. Pension backdrop modification case:

FNHP, AMCA & AFSCME v. Milwaukee County and ERS

Case No. 13-CV-3134

6. *Wosinski et al. v. Advance Cast Stone et al.* (O'Donnell Park)

Case No. 11-CV-1003 (Jury Verdict; **appeal filed by ACS and Liberty**)

7. *Christensen et al. v. Sullivan et al.* (jail population and health care)

Case No. 96-CV-1835

8. *Milwaukee Riverkeeper v. Milwaukee County* (Estabrook dam)

Case No. 11-CV-8784 (court found dam a nuisance and ordered repair or removal)

9. *Midwest Development Corporation v. Milwaukee County* (Crystal Ridge)

Case No. 12-CV-11071

10. Froedtert Hospital petition to disturb burial sites – petition granted by State.

11. *Orlowski v. Milwaukee County* (2007 death of inmate in HOC)

Case No. 13-C-994 (E.D. Wis. federal court)

12. *Madison Teachers Inc. v. Walker*
Dane County Circuit Court Case No. 11-CV-3774 (**Supreme Court found Act 10 constitutional**)
13. *Jane Doe v. Milwaukee County (sexual assault by CO in jail)*
Case No. 14-CV-200 (E.D. Wis. federal court)
14. *AFSCME, DC48 v. Milwaukee County (laid off housekeepers)*
Case No. 14-C-340 (E.D. Wis. federal court)
15. *Physiogenix v. Milwaukee County, WE Energies et al (Research Park power)*
Case No. 14-CV-1780
16. *Milwaukee County v. Personnel Review Board (jurisdiction of PRB over discipline grievances)*
Case No. 14-CV-2536 (**circuit court held that PRB cannot hear grievances over disciplinary suspensions of 10 days or less**)
17. *In the matter of a John Doe Proceeding (public records)*
Case No. 10-JD-000007
18. *Estate of Steven Cole v. Milwaukee County (patient death at BHD)*
Case No. 14-CV-740 (E.D. Wis. federal court)
19. *Tanya Weyker v. Quiles et al (MVA; false arrest and cover-up claims)*
Case No. 14-CV-782 (E.D. Wis. federal court)