



OFFICE OF THE COUNTY EXECUTIVE

1

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: August 29, 2014

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment of Ms. Betty Ragalie to the Emergency Medical Services Council

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Chapter 97 of the Milwaukee County Ordinances, I am hereby appointing Ms. Betty Ragalie to serve on the Emergency Medical Services Council. A copy of Ms. Ragalie's resume is attached for your review. Ms. Ragalie's term will expire on August 31, 2016.

Your consideration and confirmation are appreciated.

Chris Abele
Milwaukee County Executive

Cc: Supervisor Peggy Romo West, Chair, Health and Human Needs Committee
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Jodi Mapp, Committee Clerk
Ken Sternig, Milwaukee County EMS
Betty Ragalie

ELIZABETH S. RAGALIE

Page Two

- Created and launched RIC FlexStaff brand and RIC FlexStaff Talent Plan in collaboration with Human Resources and Marketing. Created pipeline of candidates through innovative sourcing.
- Created new source of revenue by establishing relationship with strategic alliances and external customers, creating mechanism to offload staff during non-peak periods.
- Selected and launched Internet-based staffing technology, permitting staff to self-schedule, and automating financial processes and management reporting.

**INDEPENDENT CONSULTANT
CERLETTY ASSOCIATES, LTD.**

**1998 to 2004
1994 to 1997**

Healthcare services consulting, as member of boutique consulting firm and as independent consultant, specializing in the needs of rehabilitation organizations. Consulting engagements included:

REHABILITATION INSTITUTE OF CHICAGO (1994-2004)

Interim Director, RIC Academy (2003-2004)

- Directed financial and operational performance of Corporate University, filling Chief Learning Officer position. Planned and delivered over 100 internal and external professional development offerings. Directed clinical education for nearly 300 students in nursing and allied health programs. Delivered clinical orientation for all RIC nursing and allied health employees.
- Launched successful clinical ladders program in collaboration with Human Resources.
- Implemented technology to allow on-line registration and streamline business processes.

Project Manager and Analyst (1994-2002))

- Led the launch of innovative interdisciplinary Arthritis Center: Marketing, staffing, equipment, registry development, space design and build-out, business and clinical processes.
- Led implementation of new ambulatory care location.
- Conducted productivity and care delivery analysis for pediatric services.
- Provided business planning and market research for rehabilitation day and ambulatory services.

AURORA HEALTH CARE, Milwaukee, WI (1998-1999)

- Developed business plan for rehabilitation day services.
- Conducted national market research on physiatry services.

CHILDREN'S HOSPITAL OF ORANGE COUNTY, CA (1995-1996)

- Conducted market analysis and business planning and development to establish full continuum of care for pediatric rehabilitation services for a five-hospital system.

PREVIOUS POSITIONS

Supervisor, Physical Therapy, St. Joseph's Hospital, Milwaukee, WI
Staff Physical Therapist, Curative Rehabilitation Center, Milwaukee, WI; Easter Seal Society of Metropolitan Chicago; Michael Reese Hospital and Medical Center, Chicago, IL

VOLUNTEER AND COMMUNITY EXPERIENCE

Milwaukee Montessori School, Board President, 1992-1998; Board Member, 1990-1992
Consolidated campus from two locations to one; led capital campaign to purchase and renovate school building; directed search for new facility; executed sale of building; recruited new head of school.

EDUCATION

M.S., Health Care Administration, University of Wisconsin, Milwaukee
B.S., Physical Therapy, with honors, University of Illinois at Chicago



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: August 29, 2014

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment of Mr. Lawrence Knuth to the Emergency Medical Services Council

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Chapter 97 of the Milwaukee County Ordinances, I am hereby appointing Mr. Lawrence Knuth to serve on the Emergency Medical Services Council. Mr. Knuth is filling the seat of an appointee recommended by a private ambulance operator, as required per County Ordinance. A copy of Mr. Knuth's resume is attached for your review. Mr. Knuth's term will expire on August 31, 2016.

Your consideration and confirmation are appreciated.

Chris Abele
Milwaukee County Executive

Cc: Supervisor Peggy Romo West, Chair, Health and Human Needs Committee
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Jodi Mapp, Committee Clerk
Ken Sternig, Milwaukee County EMS
Lawrence Knuth

LAWRENCE J. KNUTH
Lake Drive
Hustisford, WI 53034

PROFESSIONAL EXPERIENCE:

Paratech Ambulance Service, Inc. 1974 to present

Positions Held:	Vice President of Operations	1994 to present
	Director of Operations	1988 to 1994
	Operations Manager	1975 to 1988
	Emergency Medical Technician	1974 to present

Duties include:

Day to day operations of all company divisions and/or departments. Reviewing company policies and procedures, evaluating the need for change and/or updating of all departments, administering departmental budgets with respect to purchasing of materials and equipment. Serving as liaison to co-owners, planning company goals, long and short-term plans and objectives, working with local, state and federal elected and agency officials regarding EMS issues.

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS:

State of Wisconsin E.M.S. Advisory Board: Current

~ EMS Service Development Committee

Past Committee positions:

~ Special Operations Committee

Advanced Life Support (ALS) Committee

~Inter-facility Committee

~Dispatch Communications Committee

~Policy and Practice Committee

Milwaukee County Council on EMS:

~ Past Council Member

~Past Member Operations Committee

Milwaukee County Medical Society – EMS Advisory Committee -Member

Rock County Emergency Medical Services Advisory Council – Chair

Centers for Medicare and Medicaid Services (CMS) Region V State Ambulance Association Committee:

~Wisconsin Representative

WPS - Medicare Part B Provider Communication (PCOM) Committee:

~Wisconsin Representative

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS (continued)

Professional Ambulance Association of Wisconsin (PAAW) – Vice President

Walworth County Emergency Medical Services Association (WCEMSA) - Member

Paramedic Systems of Wisconsin (PSOW) – Reimbursement Committee

American Heart Association – Metro Stroke Task Force Member

American Ambulance Association – Annual Member

Served on Menomonee Falls Volunteer Fire Department – Menomonee Falls, WI

Served on Hartland Volunteer Fire Department – Hartland, WI

EDUCATION / CERTIFICATION:

Firefighter 1

Emergency Medical Technician – Basic

Waukesha County Technical College – Business Related Courses

American Red Cross –Instructor / Speaker

Graduate of St. Augustine Seminary High School

PERSONAL BACKGROUND:

Marital Status: Married (wife Diane)
Two children

Religion: Member Sacred Heart Catholic Church



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: August 29, 2014

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment of Cudahy Mayor John Hohenfeldt to the Emergency Medical Services Council

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Chapter 97 of the Milwaukee County Ordinances, I am hereby appointing Cudahy Mayor John Hohenfeldt to serve on the Emergency Medical Services Council. Mayor Hohenfeldt's term will expire on August 31, 2016.

Your consideration and confirmation are appreciated.

Chris Abele
Milwaukee County Executive

Cc: Supervisor Peggy Romo West, Chair, Health and Human Needs Committee
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Jodi Mapp, Committee Clerk
Ken Sternig, Milwaukee County EMS
Cudahy Mayor John Hohenfeldt



John Hohenfeldt
Mayor, City of Cudahy

August 20, 2014

Attention: Kenneth J. Sternig
Program Director
Milwaukee County EMS
9501 W. Watertown Plank Road
Wauwatosa, WI 53226

Dear Director Sternig:

I write to submit my name for appointment by the County Executive and submitted to the County Board to the Milwaukee County EMS Council. As the statutory head of a Police and Fire Department, I believe that my past and current experience would be beneficial to the EMS Council, and to the citizens of Milwaukee County which we serve.

Prior to my current term in office, I served as Mayor of Cudahy from 2004 to 2007. As Mayor heavily involved with other elected leaders within Milwaukee County, my experience includes negotiating contracts between the municipalities and the county for the Community Development Block Grant Program. Working cooperatively between both parties, the program still exists today for the benefit of the communities, the residents, and Milwaukee County.

Also during that term, I served as a member of the Sub Committee on the Federated Library System, which again working cooperatively with many stake holders, we were able to resolve several major issues and hurdles to allow the system to continue to function efficiently, and effectively today.

In 2013, I have the honor of returning to the Office of the Mayor in Cudahy. As with both terms of office, I have on many occasions been called to the scene of an emergency situation within my community. In my role, I want to make sure that my all of my Emergency Service Departments have the necessary tools to assist the citizen, business, or anyone in need. By attending these incidents, I am able to assess the needs of my departments and make sure that we have all resources necessary, including mutual aid and cooperation agreements in place, regardless of the situation. This what my taxpayers expect when thrust into an emergency situation. The expect, and we deliver a flawless system of EMS throughout the County.

“GENERATIONS OF PRIDE”

Office of the Mayor • City Hall • 5050 S. Lake Dr. • P.O. Box 100510 • Cudahy, WI 53110
(414) 769-2222 • Fax (414) 769-2257 • jhohenfeldt@ci.cudahy.wi.us



John Hohenfeldt
Mayor, City of Cudahy

It is with this same energy and enthusiasm held in my community, I submit my name for appointment to serve on the Milwaukee County EMS council. I believe that my abilities to work cooperatively, fiscal management skills, and ability to work with people to find solutions to issues, will allow me to service the Council and the citizens in Milwaukee County in this important role. I truly appreciate the information you provided to me with the organizational profile and annual report which allow me to hit the ground running when I begin my service on the council.

Respectfully submitted,

A handwritten signature in green ink that reads "John R. Hohenfeldt". The signature is fluid and cursive, with a long horizontal stroke at the end.

John R. Hohenfeldt

Mayor

1 By Supervisor Jursik

File No. 14-669

2
3 **A RESOLUTION**

4
5 Requesting a response from the Wisconsin Department of Health Services to the
6 questions posed by the Milwaukee County Aging and Disability Resource Center
7 Governing Board on February 12, 2014
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9 WHEREAS, in December of 2013 the Aging and Disability Resource Center
10 Governing Board (Board) invited officials from the Wisconsin Department of Health
11 Services (DHS) to attend a special meeting of the Board in January 2014 to discuss,
12 among other things, consumer problem areas in long-term care programs and the
13 Board's statutory responsibility to seek out information from the Managed Care
14 Organizations; and
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16 WHEREAS, this special meeting was held on January 22, 2014, and attended by
17 a representative of the Department of Health Services' Division of Long Term Care; and
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19 WHEREAS, at the next general meeting of the Board on February 4, 2014, a
20 representative from the Department of Health Service's Office of Family Care
21 Expansion appeared and requested time to discuss and clear up misinformation
22 presented by DHS and others at the January 22, 2014, board meeting; and
23

24 WHEREAS, it was agreed that DHS Office of Family Care Expansion staff would
25 appear at a future board meeting to present the information and respond to questions;
26 and
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28 WHEREAS, on February 12, 2014, the Board sent a list of follow-up questions
29 and requests for information regarding administrative review of denials of service and
30 requested that the response to its questions be both in the form of a presentation and in
31 writing; and
32

33 WHEREAS, after requesting additional time, a representative of DHS sent a one-
34 page list of web pages in response to the Board's questions in May 2014; and
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36 WHEREAS, on June 3, 2014, after representatives of DHS spoke at the regular
37 Board meeting to clarify the misinformation received by the Board in February, many of
38 the Board's questions remained unanswered; and
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40 WHEREAS, on June 12, 2014, the Board sent a letter to the Representative of
41 the Office of Family Care Expansion and its Director requesting a meeting to discuss a
42 more thorough response to the questions posed by the Board; and

43 WHEREAS, a new meeting was scheduled for July 21, 2014, in Madison by DHS
44 to address the Board's questions, but was cancelled by DHS on July 17, 2014, to
45 accommodate additional people wishing to attend the meeting; and

46 WHEREAS, to date, no meeting is scheduled to answer the questions posed by
47 the Board; now, therefore,

48

49 BE IT RESOLVED, that the Milwaukee County Board of Supervisors respectfully
50 requests that the Wisconsin Department of Health Services respond to the questions
51 posed by the Aging and Disability Resource Center Governing Board in the form of a
52 presentation and in writing; and

53

54 BE IT FURTHER RESOLVED, that the Milwaukee County Administrator of the
55 Disability Services Division and the Director of the Milwaukee County Department on
56 Aging shall transmit this resolution to the Wisconsin Department of Health Services on
57 behalf of the Milwaukee County Board of Supervisors; and

58

59 BE IT FURTHER RESOLVED, that the Milwaukee County Clerk is requested to
60 transmit copies of the enacted resolution to the State Assembly and Senate delegations
61 representing the Milwaukee Region of Family Care and the County Clerks of the eight
62 Counties in the Milwaukee Region.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 25, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution requesting a response from the Wisconsin Department of Health Services to the questions posed by the Milwaukee County Aging and Disability Resource Center Governing Board on February 12, 2014

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input checked="" 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	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$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.

A. Approval of this resolution would indicate that the Milwaukee County Board of Supervisors supports the Aging and Disability Resource Center Governing Board's request for a meeting and a formal written response from the Wisconsin Department of Health Services to the questions posed by the Governing Board earlier in 2014.

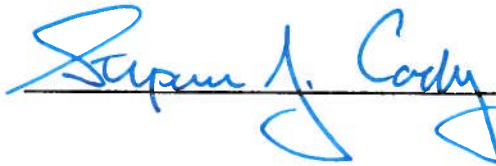
B. Approval of this resolution would not require an expenditure of funds, but would require existing staff time to communicate its contents to the appropriate individuals.

C. None.

D. None.

Department/Prepared By Steve Cady, Research and Policy Director, Office of the Comptroller

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.

1 By Supervisor Bowen

File No. 14-

A RESOLUTION

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Requesting the Milwaukee County Audit Services Division conduct an audit of Supportive Homecare Options, Inc. (SHO) to determine how SHO is utilizing funds received from Milwaukee County

WHEREAS, the Milwaukee County Department of Family Care Managed Care Organization (MCDFC MCO) contracts with three Managed Care Operations (MCO) to provide services for its members; and

WHEREAS, Supportive Homecare Options, Inc. is one of the three providers available to provide supportive home care services to members of the MCDFC MCO; and

WHEREAS, in 2013 SHO received approximately \$14,807,000 from the MCDFC MCO, of which approximately \$13,494,000 was earmarked for service; and

WHEREAS, a suggestion has been made that funds paid to SHO by the MCDFC MCO for service are being used for expenditures other than those that are allowable; and

WHEREAS, transparency and accountability are important tenements to the success of Milwaukee County's family care program; and

WHEREAS, in order to protect the sustainability of the MDCFDC MCO, as well as the hard working employees of SHO it is imperative from time to time to check programs for accountability; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors requests the County Audit Services Division to perform an audit of Supportive Homecare Options, Inc. to determine how monies received by SHO from Family Care are being used; and

BE IT FURTHER RESOLVED, the County Audit Services Division will report back to the Milwaukee County Board of Supervisors with its findings as soon as practicable.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 22, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Requesting the Milwaukee County Audit Services Division conduct an audit of Supportive Homecare Options, Inc. to determine how the company is utilizing funds received from Milwaukee County

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input checked="" 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	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$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.

A. This resolution requests Milwaukee County Audit Services to conduct an audit of County payments to Supportive Homecare Options, Inc. The Audit Division will conduct an audit of the company and report back to the Milwaukee County Board of Supervisors with a report.

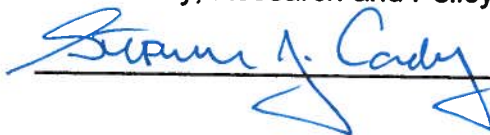
B. Approval of this resolution will not require an expenditure of funds, but will require existing staff time to complete the audit.

C. None

D. It is assumed that all work will be done by Milwaukee County staff.

Department/Prepared By Steve Cady, Research and Policy Director, Office of the Comptroller

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.

JEFFREY A. KREMERS
Chief Judge
Telephone: (414) 278-5116

DAVID A. HANSHER
Deputy Chief Judge
Telephone: (414) 278-5340

MAXINE A. WHITE
Deputy Chief Judge
Telephone: (414) 278-4482

HOLLY SZABLEWSKI
District Court Administrator
Telephone: (414) 278-5115

BETH BISHOP PERRIGO
Deputy District Court Administrator
Telephone: (414) 278-5025

STATE OF WISCONSIN

FIRST JUDICIAL DISTRICT

MILWAUKEE COUNTY COURTHOUSE
901 NORTH NINTH STREET, ROOM 609
MILWAUKEE, WISCONSIN 53233-1425

TELEPHONE (414) 278-5112
FAX (414) 223-1264
WEBSITE: www.wicourts.gov



Date: August 26, 2014

To: Chairperson Marina Dimitrijevic, Milwaukee County Board of Supervisors

From: Jeffery A. Kremers, Chief Judge First Judicial District
John Barrett, Clerk of Circuit Court
Prepared by: Liz Finn Gorski, Judicial Review Coordinator (Children's Division)

RE: Milwaukee County Family Drug Treatment Court (FDTC)

Request

The Chief Judge and the Clerk of Circuit Court are requesting authorization to accept one time funding from the DCF-Bureau of Milwaukee Child Welfare, in the amount of \$75,000 and to carry-over unspent funding from U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention in the amount of \$71,326 to continue the Milwaukee County Family Drug Treatment Court through September 30, 2015. In addition, we are requesting that this report be placed on the next agenda for the following committees: **Judiciary, Safety and General Services**; Finance Personal and Audit; and, Health and Human Needs.

Background

On October 24, 2011, File No. 11-406, the Milwaukee County Board of Supervisors did authorize the Chief Judge to accept a three year grant from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP), in the amount of \$650,000 to implement the Milwaukee County Family Drug Treatment Court in October of 2011. Unspent funds in the amount of \$71,326 are being carried over through September 30, 2015. Based on the success of the program, the DCF-Bureau of Milwaukee Child Welfare has allocated \$75,000 to continue the FDTC program through September 30, 2015.

The \$75,000 one time funding will be used to extend the contract with Rebecca Foley, the FDTC Coordinator in the amount of \$69,002, which includes stipends for parent participants; \$1,500 to extend the contract with Meta House for the peer mentor facilitator; and \$4,498 for oral drug tests. The \$71,326 will be used to extend the contract with IMPACT for the program evaluation in the amount of \$10,600 and increase funding to Wlser Choice in the amount of \$60,726 to fund housing services for participants.

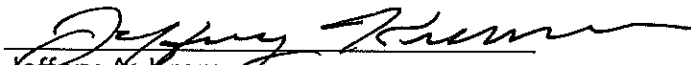
FDTC was developed by the Milwaukee County Children's Court, Behavioral Health Division (BHD), District Attorney's Office, and the Bureau of Milwaukee Child Welfare in an effort to improve timely and effective identification, assessment and treatment of parents whose substance abuse has resulted in placement of their child(ren) in out of home care.

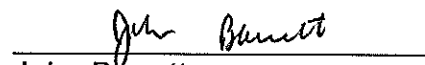
The FDTC targets parents and legal guardians of children with a priority on new emergency detentions where the precipitating factor for the removal of the child(ren) was the parent's AODA issues. FDTC is a voluntary program involving families whose children have been deemed in need of protection and services and are under the jurisdiction of the court. This is a four-phase program that not only focuses on sobriety, but permanency for children. Since the FDTC inception in October of 2011, the program has served 133 parents and 235 children. Participants can be in the FDTC for up to two years.

Fiscal Impact

Increase of \$32,945 for the remainder of 2014 in operating expenditures in Org. unit 2865 for the period of October 1, 2014 through December 31, 2014. These expenditures will be offset by an increase of \$15,177 in State revenues from DCF-Bureau of Milwaukee Child Welfare and an increase of \$17,768 in revenues from OJJDP. Revenues will be used to fund Rebecca Foley, the FDTC Coordinator (\$17,378), and Meta House (\$390). Unspent OJJDP funds will be used to offset housing services through Wiser Choice (\$15,177). The remaining \$113,381 in revenues will be reflected in the 2015 budget. No tax payer funds are being requested through September 30, 2015.

Sincerely,


Jeffery A. Kremers
Chief Judge First Judicial District


John Barrett
Clerk of Circuit Courts

cc: Peggy Romo West, Chairperson Health and Human Needs
Theodore Lipscomb, Sr., Chairperson **Judiciary, Safety and General Services**
Willie Johnson, Jr., Co-Chairperson Finance Personal and Audit
David Cullen, Co-Chairperson Finance Personal and Audit

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(ITEM) From the Chief Judge and the Clerk of Circuit Court requesting authorization to receive a one time funding from the Department of Children and Families-Bureau of Milwaukee Child Welfare, in the amount of \$75,000, and to carry-over unspent funding from the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP) in the amount of \$71,326 for a total of \$146,323 to continue the Milwaukee County Family Drug Treatment Court through September 30, 2015, by recommending adoption of the following:

A RESOLUTION

WHEREAS, On October 24, 2011, File No. 11-406, the Milwaukee County Board of Supervisors did authorize the Chief Judge to accept a three year grant from the U.S. Department of Justice, Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention (OJJDP), in the amount of \$650,000 for a three year grant for the period of October 1, 2011 through September 30, 2014 to support the Milwaukee County Family Drug Treatment Court; and,

WHEREAS, unspent funds in the amount of \$71,326 are being requested for carryover through September 30, 2015, which will provide \$15,177 in funds to Wlser Choice for the remainder of 2014 for housing services for participants; and,

WHEREAS, the State Department of Children and Family – Bureau of Milwaukee Child Welfare is awarding Milwaukee County a total of \$75,000 through September 30, 2015, which will provide \$17,768 for the remainder of 2014 to increase the contract with Rebecca Foley, the FDTC Coordinator (\$17,378), which includes stipends for parent participants; and the contract with Meta House for the peer mentor facilitator (\$390); and,

BE IT RESOLVED, that the County Board of Supervisors hereby authorizes the Chief Judge and the Clerk of Circuit Court to increase expenditures for the 2014 budget by \$32,945 and increases related state and federal funds by this same amount. The remaining \$113,381 in revenues will be reflected in the 2015 budget. No tax payer funds are being requested.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/24/2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Milwaukee

FISCAL EFFECT:

- | | |
|---|--|
| <input checked="" 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 checked="" 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 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	32,945	113,381
	Revenue	32,945	113,381
	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.

Increase of \$32,945 for the remainder of 2014 in operating expenditures in Org. unit 2865 for the period of October 1, 2014 through December 31, 2014. These expenditures will be offset by an increase of \$15,177 in State revenues from DCF-Bureau of Milwaukee Child Welfare and an increase of \$17,768 in revenues from OJJDP. Revenues will be used to fund Rebecca Foley, the FDTA Coordinator (\$17,378), and Meta House (\$390). Unspent OJJDP funds will be used to offset housing services through Wiser Choice (\$15,177). The remaining \$113,381 in revenues will be reflected in the 2015 budget. No tax payer funds are being requested. through September 30, 2015

Department/Prepared By Combined Court Related Operations by Liz Finn Gorski

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.

COUNTY OF MILWAUKEE

Inter-Office Communication

DATE: September 2, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Teig Whaley-Smith, Director, DAS-Economic Development

SUBJECT: Requesting authorization to (a) amend contract CFC00255 with the State of Wisconsin Department of Children and Families for administration of the Milwaukee Early Care Administration (MECA) child care program for 2014 and 2015, (b) enter into a 2014 and 2015 State and County Contract Covering Social Services, Community Programs and Income Maintenance with the State of Wisconsin Department of Health Services (MILES), and (c) to enter into a lease with the State of Wisconsin Department of Health Services for a portion of the Marcia P. Coggs Center.

Issue

The Economic Development Director, Department of Administrative Services, is requesting approval to amend contract CFC00255 with the State of Wisconsin Department of Children and Families (DCF) for administration of the Milwaukee Early Care Administration (MECA) child care program, and to enter into a lease and service contract with the State of Wisconsin Department of Health Services (DHS) for a portion of the Marcia P. Coggs Center.

Background

As of January 1, 2010, the State of Wisconsin assumed control over the Income Maintenance and Child Care programs. Under this arrangement, the 344.5 County positions that supported Income Maintenance ("IM") and Child Care remained county employees, retaining the same benefits, but were supervised by the State.

In July 2011, the State Budget converted the county IM staff to State employees effective December 31, 2011. In addition, the State Legislature converted the Child Care positions to State employees as of October 1, 2011.

Given the conversion of former county staff to State employment, the 2013 contract with DCF only reimbursed the county for staff costs related to IMSD services, employee pension benefits, records center services and mail services. Those services were provided to assist the State in its administration of the Child Care program under Wisconsin Statutes 49.826(3)(c).

The 2012 and 2013 service contract with DHS had similar terms to what is currently being proposed. The primary difference between the previous service contracts is that for 2014 it is proposed that as of May 1, 2014 DHS's agreement will be converted to a lease with a minor service contract, rather than solely a service contract. This change was necessary because DHS no longer relies on the County's informational technology and the relationship is now more akin to a Landlord-Tenant relationship.

DCF Child Care Contract Changes

The amendment to DCF Child Care Contract relates to the contract period only. The original contract term was January 1, 2013 through December 31, 2013. The amendment requests month-to-month extensions through December 31, 2014. All other terms and conditions of the original 2013 contract, including shared services charges relating to employee services, IT/Phone services and mail services shall remain in full force and effect.

State/County Lease Agreement

The DHS 2013 service contract reflected the State occupying the first and second floor of the Coggs Center for a term of one year (January 1 through December 31, 2013). The proposed DHS lease reflects 110,114 square feet of space in the Coggs Center on a month-to-month term until either party acts to terminate the lease by thirty (30) days written notice to the other.

The lease with the State shall begin retroactively on May 1, 2014 and anticipates a monthly payment of \$198,389.00 for building operations or \$2,380,668.00 annually. The 2014 terms compared to previous terms are as follows:

	2013 Est.	Jan-Apr 2014	May-June 2014	Total Jan- June 2014	July-Dec 2014	2014 Est	Difference 2013 - 2014
Pension Est	76,000.00	40,000.00	20,000.00	60,000.00	47,500.00	107,500.00	\$31,500.00
Benefits Mgmt	22,000.00	23,333.33	11,666.67	35,000.00	35,000.00	70,000.00	\$48,000.00
Mail/Record	71,000.00	10,000.00	5,000.00	15,000.00	15,000.00	30,000.00	-\$41,000.00
Long Distance	0.00	1,000.00	500.00	1,500.00	1,500.00	3,000.00	\$3,000.00
IT Services	1,021,368.00	340,456.00	0.00	340,456.00	0.00	340,456.00	-\$680,912.00
Rent	1,690,825.00	793,556.00	396,778.00	1,190,334.00	1,190,334.00	2,380,668.00	\$689,843.00
QMATIC	11,086.00	0.00	0.00	0.00	0.00	0.00	-\$11,086.00
Total Estimates	2,892,279.00	1,208,345.33	433,944.67	1,642,290.00	1,289,334.00	2,931,624.00	\$39,345.00

As you can see, the County remains in a similar financial circumstance as it would have under the previous relationship.

The same is true for 2015 where the estimated lease payments would increase to \$226,760 per month.

	Projected Annual Totals (MILES)		
	2013	2014	2015
Pension Est	\$ 76,000	\$ 107,500	\$ 95,000
Benefits Mgmt	\$ 22,000	\$ 70,000	\$ 70,000
Mail/Record	\$ 71,000	\$ 30,000	\$ 30,000
Long Distance	\$ -	\$ 3,000	\$ 3,000
IT Services	\$ 1,021,368	\$ 340,456	\$ -
Rent	\$ 1,690,825	\$ 2,380,668	\$ 2,721,120
QMATIC	\$ 11,086	\$ -	\$ -
Total Estimates	\$ 2,892,279	\$ 2,931,624	\$ 2,921,135

Recommendation

It is recommended that the County Board of Supervisors authorized the Director of the Economic Development Department, Department of Administrative Services, to amend contract CFC00255 with the State of Wisconsin Department of Children and Families (DCF) for administration of the Milwaukee Early Care Administration (MECA) child care program, and to enter into a lease with the State of Wisconsin Department of Health Services (DHS) for a portion of the Marcia P. Coggs Center.

Teig Whaley-Smith
Economic Development Director, Department of Administrative Services

cc: Chris Abele, County Executive
Marina Dimitrijevic, County Board Chairwoman
Transportation, Public Works and Transit Committee Members
Finance, Audit and Personnel Committee Members
Don Tyler, Director, Department of Administrative Services
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Raisa Koltun, Director of Legislative Affairs, County Executive's Office
Julie Esch, Director of Operations, DAS

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(ITEM) From the Director, Department of Administrative Services, Economic Development Division, requesting authorization to (a) amend contract CFC00255 with the State of Wisconsin Department of Children and Families for administration of the Milwaukee Early Care Administration (MECA) child care program for 2014 and 2015, (b) enter into a 2014 and 2015 State and County Contract Covering Social Services, Community Programs and Income Maintenance with the State of Wisconsin Department of Health Services (MILES), and (c) to enter into a lease with the State of Wisconsin Department of Health Services for a portion of the Marcia P. Coggs Center, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Section 49.78 of the Wisconsin State Statutes authorizes the State of Wisconsin Department of Health Services (DHS) to enter into a contract with Milwaukee County for the performance of administrative functions for Income Maintenance Programs under that subsection; and

WHEREAS, Section 49.826 of the Wisconsin State Statutes authorizes the State of Wisconsin Department of Children and Families (DCF) to enter into a contract with Milwaukee County for the performance of administrative functions for the Wisconsin Shares child care subsidy program; and

WHEREAS, County Ordinances require that departments obtain authorization from the County Board in order to execute contracts; and

WHEREAS, per Wisconsin State Statutes, the County must maintain certain State Income Maintenance and Child Care employees in the Milwaukee County Employee Retirement System (ERS), and the State will reimburse the County for the employer contribution; and

WHEREAS, the County would like to amend the 2013 service contract with DCF for the performance of administrative functions for the Wisconsin Share child care subsidy program, extending the term initially through December 31, 2014 ("2014 MECA Amendment"), and to December 31, 2015 once authorized by the State ("2015 MECA Amendment"); and

40 WHEREAS, the County would like to enter into a new 2014 and 2015 service
41 contract with DHS for the performance of administrative functions for the Wisconsin
42 MILES program, extending the term initially through December 31, 2014 ("2014 MILES
43 Contract"), and to December 31, 2015 ("2015 MILES Contract") once authorized by the
44 State; and

45
46 WHEREAS, in addition to entering a service contract with DHS, the County would
47 like to enter into a lease between Milwaukee County as landlord and DHS as tenant for
48 the use of approximately 110,114 square feet of space at the Marcia P. Coggins Human
49 Services Center ("MILES Lease"); and

50
51 WHEREAS, in light of the above, the Director of the Department of Administrative
52 Services – Economic Development Division is requesting authorization from the County
53 Board to execute the 2014 MECA Amendment, 2015 MECA Amendment, 2014 MILES
54 Contract, 2015 MILES Contract, and MILES Lease; now, therefore,

55
56 BE IT RESOLVED, that the Director of the Department of Administrative Services –
57 Economic Development Division, or his/her designee, is hereby authorized to execute
58 the attached 2014 MECA Amendment, 2014 MILES Contract, and MILES Lease.

59
60 BE IT FURTHER RESOLVED, that the Department of Administrative Services –
61 Economic Development Division, or his/her designee, is hereby authorized to execute a
62 2015 MECA Amendment provided that it includes the same financial terms and
63 obligations of the 2014 MECA Amendment, other than extending the date to December
64 31, 2015.

65
66 BE IT FURTHER RESOLVED, that the Department of Administrative Services –
67 Economic Development Division, or his/her designee, is hereby authorized to execute a
68 2015 MILES Contract provided that it includes the same financial terms and obligations
69 of the 2014 Miles Contract, other than extending the date to December 31, 2015.

70
71

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 2, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Coggs Lease

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input checked="" 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	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$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.

A. The Director of Economic Development, Department of Administrative Services (DAS) is requesting that the County Board approve a series of renewal contracts and leases for state departments at the Coggs building. The anticipated revenues have been budgeted for in both IMSD and Facilities. The revenue of the contracts will be allocated towards such departments.

B. See A above.

C. See A above.

D. None.

Department/Prepared By DAS-Economic Development

Authorized Signature(s) _____

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.

LEASE

THIS LEASE, made and entered into this 14th day of July, 2014, by and between Milwaukee County, Department of Administrative Services - Facilities Management (the "Lessor"), whose address is 1220 W. Vliet Street, Milwaukee, WI 53205 and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately 110,114 square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at 1220 W. Vliet Street in the City of Milwaukee, Wisconsin (the "Building"), which Premises are further described on Exhibit A (floor plan) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Health Services (DHS) or such other State of Wisconsin agency that may be designated by Lessee (collectively, the "Tenant"). Lessee acknowledges that it has been made aware by Lessor that the Premises are hereby leased "as-is" and may or may not prove to be suitable for all purposes contemplated by Lessee, either now or in the future. The Lessee will allow the Hunger Task Force to continue to operate in one cubicle in Room 101 for the term of this Agreement.

3. **TERM.** The lease term hereunder shall be deemed to have begun on May 1, 2014 and proceed month-to-month until either party to this lease acts to terminate the lease. In the event either party chooses to terminate this lease, that party shall provide written notice to the other party a minimum of thirty (30) days in advance of the termination date.

4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the Lease term at the following rate: The sum of One Hundred Ninety Eight Thousand, Three Hundred, Eighty Nine And 00/100Dollars (\$198,389.00) per month. Starting on January 1, 2015, the monthly rent will be increased to Two Hundred Twenty Six Thousand, Seven Hundred Sixty And 00/100Dollars (\$226,760.00). Starting on January 1, 2016 and every January thereafter, the rent will be increased by 3% from the previous year's rent.

Begin Date	End Date	Annual Rent	Monthly Rent
May 1, 2014	December 31, 2014	\$2,380,668.00	\$198,389.00
January 1, 2015	December 31, 2015	\$2,721,120.00	\$226,760.00

Lessor will provide at no additional cost, those services and items listed in the attached Schedule I.

The monthly rent throughout the entire lease term, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the months of May, 2014 through September, 2014, as the start date of this Lease has already passed. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** No renewal options are provided for in this Lease. Only if Lessor and Lessee, upon mutual consent and agreement negotiate terms and conditions for additional lease periods, will an extension or new lease be available.

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the Premises, and will not permit the use of the Premises by anyone other than the Lessee, or such other State of Wisconsin agency that may be designated by Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:
 - a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises as provided in the terms of this Lease; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.

 - b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.

- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of any improvements necessary in Lessor's reasonable judgment to meet and maintain the standards and specifications set forth in Schedule I. Lessor shall observe all federal, state and local codes applicable to the Premises.
- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- f) Lessor certifies that it has 25 or more employees, and is in full support of investing in and maintaining a diverse workforce through the recruitment and development of minorities as well as participation in community organizations and connections with local business. Lessor has a well-established Diversity Program and Diversity Committee, which facilitates current programs and identifies new opportunities to expand and grow our diversity initiatives. In addition, Lessor believes that it is important to work with diverse supplier networks for goods and services provided to Lessor, as facilitated through Lessor's Communicaty Busniess Development Partners division. Correspondingly, Lessor does not discriminate in any way based on Title VII of the Civil Rights Act of 1964 and has an established policy prohibiting discrimination of any kind and supporting Affirmative Action as required by applicable law.
- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such

asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- h) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- i) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may

vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may request that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and replaced with new materials of identical quality or better quality. In the event Lessor is unwilling to replace the materials, and Lessee notifies Lessor that it intends to vacate the Premises as a result, Lessee may terminate the Lease on 30-days' notice as described in Section 3 above.

- k) Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.

- l) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.
- m) Lessor will provide 24/7 access to all data closets containing DHS IT equipment to identified Lessee IT staff. Lessee will be held accountable for their access.
- n) Lessor will respond to all reported building related problems/issues within a reasonable timeframe and if final resolution is not possible within an acceptable timeframe (agreed upon by both parties depending on the circumstances) Lessor will provide an alternate solution to remedy the situation until permanent resolution is provided.

8. COVENANTS OF LESSEE. Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted.
- c) Lessee is permitted to make alterations to the Milwaukee County owned furniture for ergonomic or business purposes without prior approval from Milwaukee County. Lessee will provide Milwaukee County with updated floor plans when any reconfigurations occur. All changes will comply with both State and Federal codes.
- d) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice

thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.
- f) Lessee shall identify problems concerning the occupancy of the Premise to the Lessor for resolution.
- g) To the best of its ability, Lessee will conduct its business and control its employees, agents and invitees in such a manner as to not create any nuisance or unreasonably interfere with, annoy or disturb any other tenant or occupant of the Building.
- h) Tenant shall have use of the Premises during the business hours of 7:00 AM to 6:30 PM, Monday through Friday; except for State of Wisconsin designated holidays (see Exhibit B). Applicants/members will have access to the building from 7:30 AM until 5:00 PM. All applicants/members in the building receiving services after 5:00 PM will be accommodated, and Lessee will make all reasonable effort to provide timely and effective services to ensure that these applicant/members vacate the building by 6:30 PM. Applicants/members shall be accompanied at all times by staff supervised by the Department of Health Services (DHS) when in secured staff areas.
- i) In the event that Lessee has the need to extend business hours beyond 6:30 PM, lessee shall obtain prior approval from Lessor by requesting such approval no less than 72 hours prior to such need. To account for the additional costs associated with maintaining the level of security deemed necessary by Lessor, Lessee will reimburse Lessor \$256.20 per extended business hour if applicants/members are in the Premises and \$243.82 per extended business hour if applicants/members are not in the Premises. Billing for such services will be included in the

Lessor's billing to the Department of Health Services (DHS) for costs associated with the Operating Agreement, which is separate from this Lease.

- j) Lessee shall have a DHS Supervisor/Manager in the Premises during all extended business hours and shall provide the names of such Supervisor/Managers to Lessor during each extended business hour session.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$2.0 million each occurrence and \$2.0 million general aggregate.** Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage by date of occupancy. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.

10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease. Lessor's liability is limited by s. 893.80(3) Wis. Stats., for general liability and s. 345.05(3), Wis. Stats., for automobile liability.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising

from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. DAMAGE OR DESTRUCTION. In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises.

13. NOTICES. Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by confirmable express or messenger deliver, such notice deemed to be effective at the time when delivery is confirmed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Milwaukee County, DAS-FM
Attention: DAS-FM Director
901 N. 9th Street
Milwaukee, WI 53233

Rent sent to: Same as above

If to Lessee: State Leasing Officer
Wisconsin Department of Administration
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

14. FUNDING. The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may terminate this Lease as provided in Section 3 above. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon. Such additional space may be added to this Lease via a letter of addendum.
16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein, including termination.
18. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.
19. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the

period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. EMINENT DOMAIN. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as provided in Section 3 above.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. CONSTRUCTION OF IMPROVEMENTS. This section left blank intentionally.

22. LESSEE COSTS. Lessee shall be responsible for the monthly phone and data costs for the Premises.

23. CAPTIONS. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

24. AUTHORIZATION, BINDING EFFECT. This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the government of Milwaukee County and the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.

25. WAIVER. The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

26. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
27. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
28. **OPTION TO TERMINATE.** This Lease may be terminated at any time during the Lease term by either party to this Lease. A thirty (30) day written notice in advance of the termination date must be provided to the other party to this Lease.
29. **INTEREST.** Unless waived by the County Board of Supervisors, Lessee shall be responsible for payment of interest on the amounts not remitted in accordance with the terms of this Lease. Rental payment shall be considered late after 10 days beyond the due date. The rate of interest shall be 1% monthly, calculated on a daily basis until rent is paid. Rents for the months of May, 2014 through September, 2014, shall not be considered late. This provision permitting collection of interest and penalty by Lessor on delinquent payments is not to be considered Lessor's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Lessor of any other remedy permitted under the Lease, including but not limited to termination of this Lease.
30. **INDEPENDENT CONTRACTOR.** Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Lessor and Lessee. In entering into this Lease, and in acting in compliance herewith, Lessee is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

LESSOR:

Milwaukee County, Department of Administrative Services – Facilities Management

By: _____

Name: _____

Title: _____

Date: _____

Approved:

By: _____ Date: _____
County Executive

Approved:

By: _____ Date: _____
Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

Reviewed:

By: _____ Date: _____
Risk Management

LESSEE:
State of Wisconsin

By: _____

CHRIS SCHOENHERR
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

File No. 435-002

SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. UTILITIES. All utilities, except monthly telephone and data costs for the Premises, as set forth in Sec 21. For the purposes of this Lease, "All Utilities" shall mean:
 - a. Water and Sewer charges
 - b. Natural Gas charges for Heating and Air conditioning.
 - c. Electricity for lights and other electrical equipment necessary for operation of the Premises
2. DRINKING WATER. Safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
3. HVAC. Heating, air conditioning, plumbing and ventilating equipment shall be provided, maintained and serviced in accordance with the manufacturers and/or installers recommendations and must be compliant with State of Wisconsin administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and Local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-204 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 36 minimum guidelines.
4. TEMPERATURE. With respect to the environmental control system, every effort shall be made to provide an even temperature and acceptable working environment throughout the Premises, with temperatures for an estimated use of 60 hours per week (consistent with Sec. 8(h)), as follows:
 - a. Summer: 76 Degrees maximum
 - b. Winter: 68 Degrees minimum
 - c. The temperature range during unoccupied times (generally 7 p.m. to 6 a.m.) may be varied by up to +/-10% of the above temperatures.
5. LIGHTING.
 - a. All areas to have ambient light level of 50 foot-candles throughout the demised areas with 70 foot-candles at desktop. Provide a minimum of 30-foot candles in corridors. Provide a minimum of 1 foot-candle security lighting for on-premise parking areas.
 - b. At Lessor's cost, furnish, install and replace during the term of the Lease light bulbs, fluorescent tubes, starter, ballasts or transformers.
6. COMMUNICATIONS. Telephone infrastructure and wiring, single line telephones and connectivity to support the copiers.
7. SECURITY. Security shall be provided to the same extent that Lessor provides to the Lessor's and non-leased space.
8. SAFETY. Lessor shall install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
9. ACCESS. Lessor shall provide keys for entrance doors.

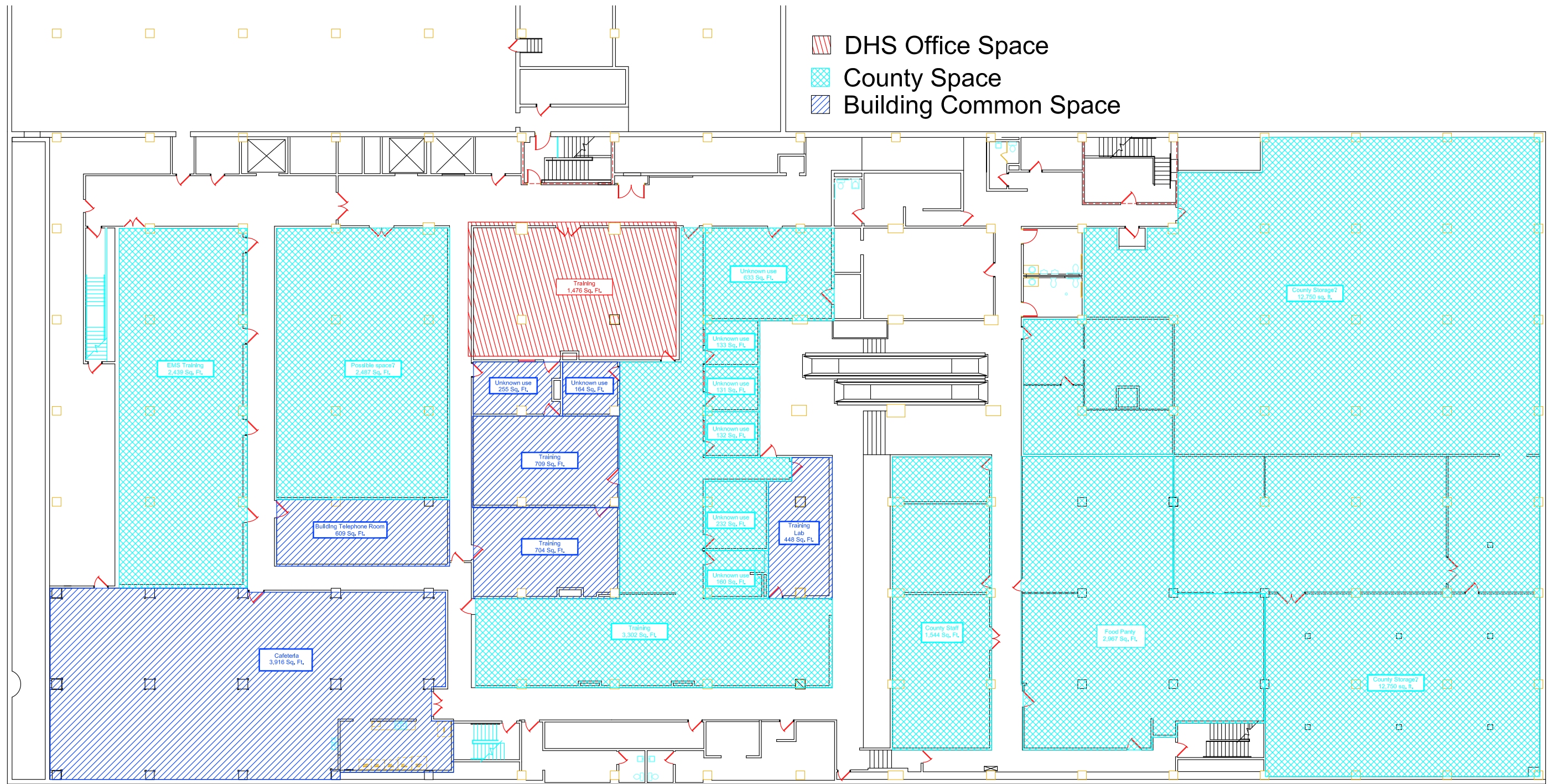
10. PARKING. Lessee's staff will be provided with access to the general back parking lot at no charge. In addition, seven (7) parking spaces in the back lot will be designated for use solely by Lessee, as it may see fit.
11. CODE COMPLIANCE. All demised and common areas of the facility and exterior areas, including parking, utilized under this Lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360-365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations.
12. SUPPLIES. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
13. JANITORIAL SERVICES. Daily cleaning of bathrooms and waiting areas, and general housekeeping of the carpeted areas and workstations to the same extent that Lessor provides to the Lessor's and non-lease space. Lessor will provide the janitorial standard to Lessee within 30 days following full execution of this Lease.
14. MAINTENANCE. Maintenance operations or service to the same extent that Lessor provides to the Lessor's and non-leased space related to normal use of the premises, such as:
 - a. Repairs to the escalator/elevator and Milwaukee County-issued furniture and workstations:
 - b. Repairs to plumbing, electrical, HVAC and other similar systems:
 - c. Snow removal from parking lots, sidewalks and building grounds: and
 - d. Staff moves.
15. SIGNAGE. Lessor shall leave current signage "as is".
16. UNFITNESS. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or in Premises are unfit for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payment, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

EXHIBIT B

State of Wisconsin Designated Holidays

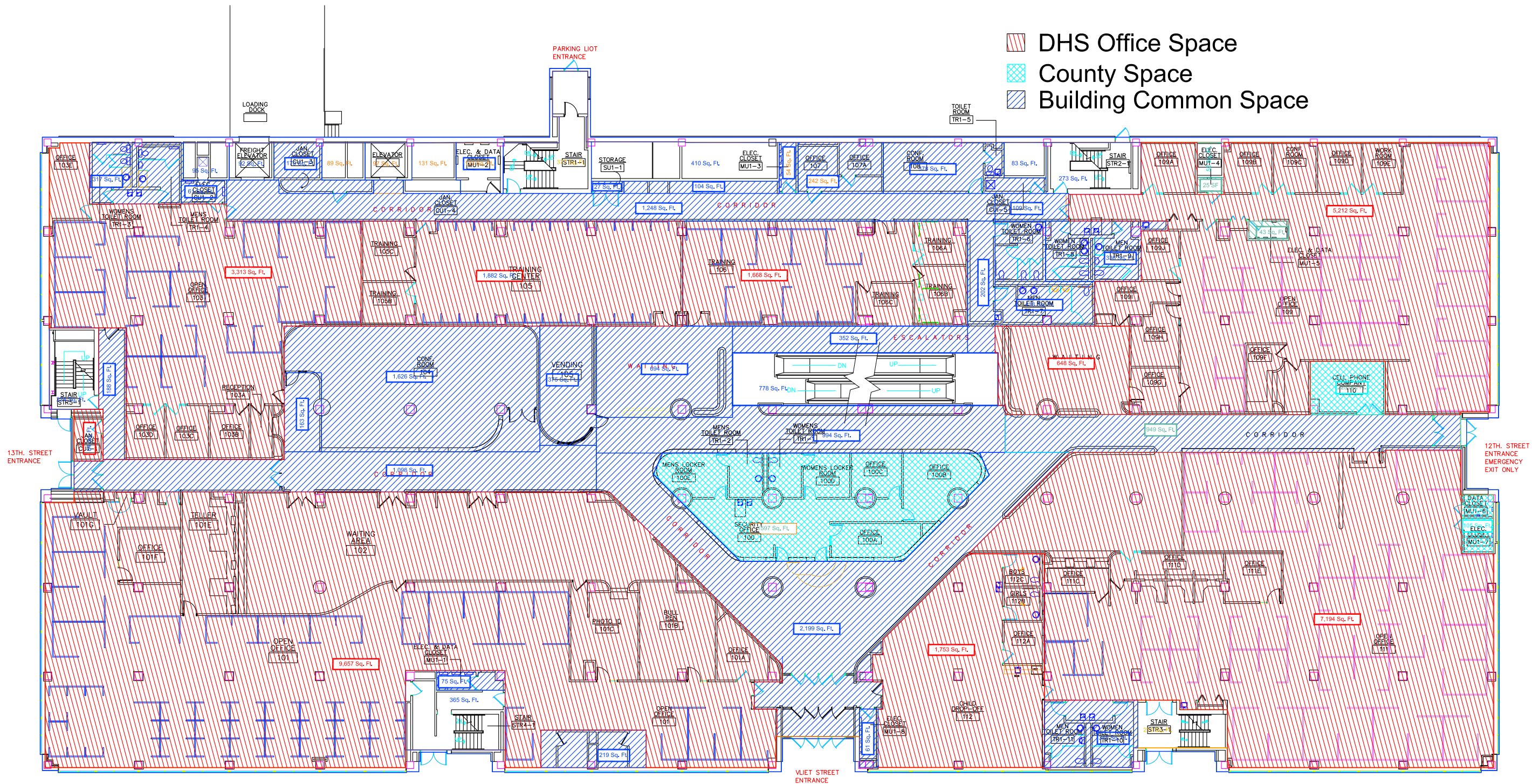
January 1	New Year's Day
Third Monday in January	Martin Luther King Jr. birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day
December 31	New Year's Eve

Exhibit B

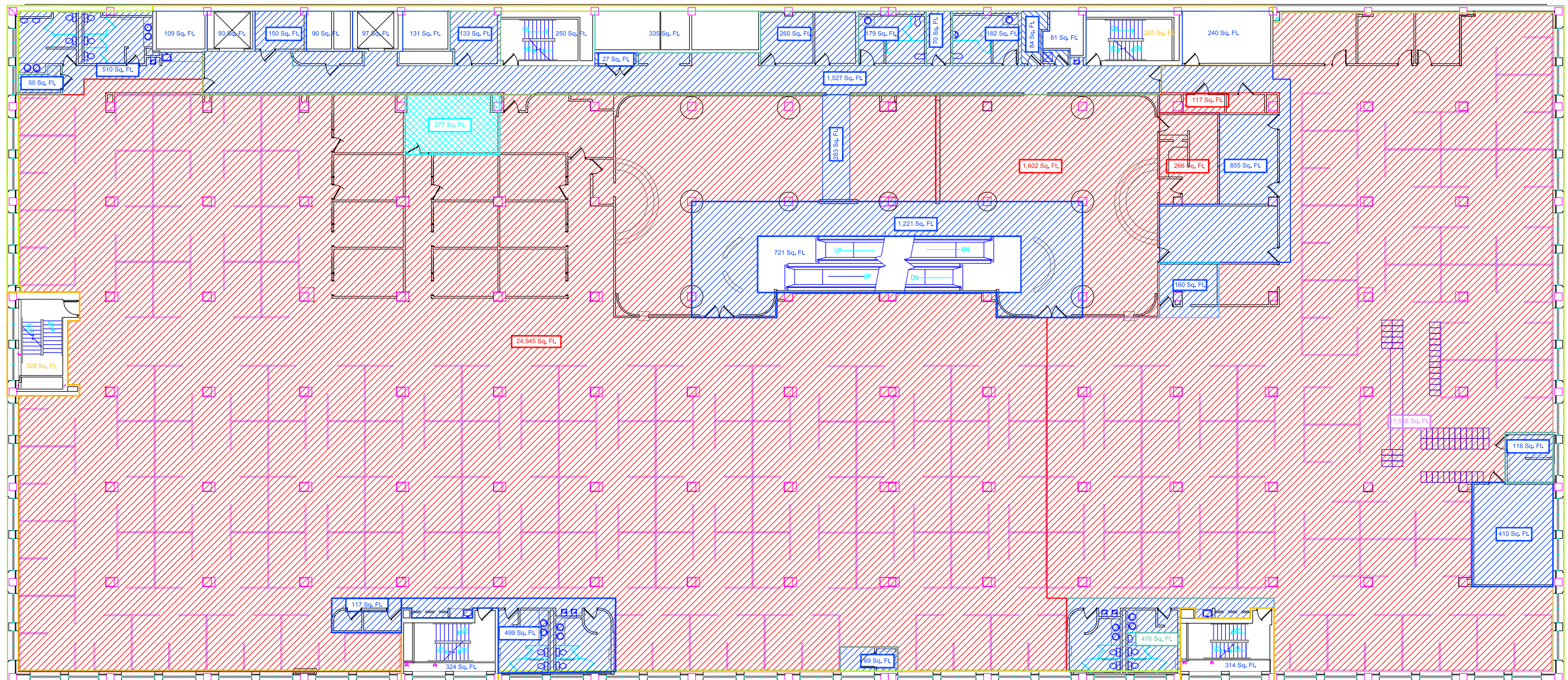


- DHS Office Space
- County Space
- Building Common Space

- DHS Office Space
- County Space
- Building Common Space



-  DHS Office Space
-  County Space
-  Building Common Space



2014 STATE AND COUNTY CONTRACT
COVERING SOCIAL SERVICES AND COMMUNITY PROGRAMS

INTRODUCTION

This Contract is made and entered into for the period January 1, 2014, through December 31, 2014, hereinafter referred to as the "Contract", by and between the Department of Health Services, hereinafter referred to as "Department," and the State of Wisconsin, herein referred to as "State," and the County Board of Supervisors of County, herein after referred to as "County," all of which are hereinafter collectively referred to as "the parties".."

WHEREAS, the Department and the County are directed by s.46.031 of the Wisconsin Statutes to enter into a Contract for Social Services and Community Programs provided or purchased by the County pursuant to ss. 46.034(3), 46.21, 46.22, 51.42, and 51.437 of the Wis. Stats.;

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the County agree as follows:

1.0 Definitions

- (1) "Contract Appendix" means an addition to the main body of the Contract which is attached prior to the parties signing the Contract. An appendix does not require signatures of either party.
- (2) "Contract Addendum" means an addition to the Contract which is attached after both parties have signed the Contract. An addendum does require the signature of both parties or their authorized designee(s).
- (3) "Contract Amendment" means a signed memorandum from the Department which notifies the County that funds will be added or subtracted to the Contract. An Amendment requires signature of both parties, or their authorized designee(s) unless the only effect of the Department memorandum is to add funds.

2.0 PROVISION OF SERVICES AND PROGRAMS

- 2.01 (1) The County agrees that the Social Services, Community Programs and functions performed and services provided or purchased by the County as specified in this Contract shall be performed in accordance with State statutes and administrative rules and Federal statutes, rules and regulations, and court orders, and shall meet the requirements of this Contract, of the HSRS Handbook as updated quarterly; of the Divisions Numbered Memo Series; of the Allowable Cost Policy Manual and Financial Management Manual, as set forth in or established by the Department under the authority granted to it by State and Federal statutes, rules, and regulations and court orders. (Numbered memos, the Financial Management and the Allowable Cost Policy Manuals can be viewed on the Department's Internet web site at <http://dhs.wisconsin.gov>) If the Department proposes a change to the requirements after January 1, 2014, in the functions performed and services provided or purchased by the County which is not the result of implementation of State and Federal Statutes, Rules and Regulations, court orders or settlement agreements arising from litigation, the County, using a single statewide point of contact, will have thirty (30) days to comment on the fiscal impact of the change to the Department before the requirement takes effect. The single statewide point of contact may request an extension of the comment period of up to fifteen (15) days. The Department shall consider the fiscal impact on the County before implementing the change in requirements. It is not the Department's intent to unilaterally impose any new and previously unbudgeted programs on the County.
- (2) If the County is of the opinion that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, the County shall nevertheless follow the directive of the Department. The County shall be held harmless from claims alleging a conflict between any departmental directive and a mandate contained in a federal statute or regulation to the extent that the County has followed the department directive alleged to be in conflict with the mandate.

- 2.02 (1) Except as provided in state and federal statutes, the County shall perform the functions and provide the services within the limits of state appropriations as well as County appropriations used to match state and federal funds.
- (2) Nothing in this Contract shall be construed to require the expenditure of County funds, except as specifically provided herein and authorized by the County board.
- (3) Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party, the County Department of Community Programs, the County Department of Development Disabilities, the County Department of Social Services, the County Department of Human Services and the County Department of Health and Human Services. The parties agree that the County shall carry out its responsibilities under the sections of this Contract through its appropriate County departments.
- 2.03 The Department shall have, and retain in perpetuity, all ownership rights in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Contract.
- 2.04 The County and the Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract in the County.
- (1) The County shall keep all State-owned data processing equipment that is located in the County in a secure place and compensate the Department for any theft, damage, or other loss of the equipment if the Department's prescribed security precautions have not been met.
- (2) The County shall designate an employee as County Security Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentially, and user access.
- (3) The State shall retain ownership of all Department-installed computer equipment and shall be responsible for maintenance and installation costs as specified by the Department.
- (4) The County shall comply with the provisions contained in HIPAA and 45 C.F.R. § 95.621 and any other applicable federal or state laws or requirements for maintaining security and privacy for protected health information, personally identifiable information and any other confidential information.
- 2.05 Since a portion of the funds under this Contract includes federal funds, the County agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- 2.06 The County agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract.

Certain programs included in this agreement are defined as "Health Plans" within HIPAA rules. As such the Department must comply with all provisions of the law and has deemed that Counties are "Business Associates" within the context of the law. As a result, the Department requires Counties to sign and return with this Contract the Business Associate Agreement included at sec 12.03 of this Contract.

3.0 REIMBURSEMENT

- 3.01 Subject to the terms and conditions set forth in this Contract, the Department shall reimburse the County for the functions it performs and services it provides or purchases as set forth in Articles 2 and 9. In addition, any funding restrictions in the appendices apply.

- 3.02 The County shall submit all claims for reimbursement under this Contract to the Department by March 25, 2015, and the Department shall make final payment by August 1, 2015. The Department shall deny all claims submitted after March 25, 2015. The Department may grant an exception in unusual circumstances on an individual basis. However, the Department shall allow a claim as a result of a subsequent audit approved by the Department which identified a Department error. The County may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.
- 3.03 Total net reimbursement to the County for allowable expenses shall not exceed the Contracted amounts specified in Articles 2 and 9 and the Final Allocation Worksheet (Exhibit 1) located on the internet at <http://www.dhs.wisconsin.gov/sca/> of this Contract as adjusted by the terms and conditions of Contract appendices and addenda less any expenditures owed the Department under other Department and County Contracts including from previous Contracts. This setoff only applies to funds within a County agency and will not occur between County agencies.
- 3.04 The Department shall make payments to the County based upon the following schedule for programs covered in Article 9:
- (1) As soon as possible after executing this Contract and up to two months thereafter, the Department shall make payments on the fifth (5th) of each of those months in an amount based on one-twelfth (1/12) of the total of Article 9 or one month's estimated operating expenses to the County, except for direct reimbursement programs as outlined in the CARS Accounting Manual. Each month thereafter, the Department shall make a payment to the County for expenditures reported on the financial forms required by the Department attributable to each program under Article 9.
 - (2) The County agrees to submit to the Department the financial forms specified in Article 10.0 on a monthly basis no later than the thirtieth (30) of the month subsequent to the reporting period. Based upon the reported expenditures, the Department shall make monthly payments by the fifth (5th) day of the second month following the report date of the reported expenditures.
 - (3) Payments to the County, including pre-payments and reimbursed expenditures shall not exceed the total Contract amount.
 - (4) The initial three (3) months of payments will be recouped during the last three (3) months of expense reporting, or when expenditures equal or exceed seventy-five (75%) percent of the profile line amount, whichever comes first, for the Contract period. A final cash adjustment will be done after reconciliation of the Contract amounts to actual final reported expenses.
- 3.05 The Department may increase or decrease or delay the monthly payment under one of the following conditions. The parties shall negotiate the timing and payment schedule of any adjustments under items (1) and (3) of this subsection. The Department will only withhold funds of the County agency which is in non-compliance with Contract or program requirements. County agencies which are in compliance will be paid the amounts due.
- (1) The Department determines, pursuant to an audit under Article 5, that there is an error in the County's fiscal and service records for this Contract or previous Contracts and the Department submits the draft audit report of the error to the County within thirty (30) months of the expiration of the Contract. The Department shall limit the increase or decrease to the audited error and shall confer with the County before increasing or decreasing the monthly payment for this Contract. The parties may negotiate the timing and amount of the adjustment at the County's request.
 - (2) The County does not give the Department the F-80600 report by the due date. If the Department caused the delay, this provision is waived. Should there be extenuating circumstances which prevent the County from sending a report, it is the responsibility of the County to see that the Department is properly notified prior to the due date of the report.
 - (3) The Department determines that the functions performed by the County do not meet State or Federal Statutes and requirements, as stated in Articles 2 and 9 of this Contract.

3.06 (1) By March 14, 2015, the County will inform the Department that it will refund to the Department by April 30, 2015, any funds received pursuant to this Contract that are unspent or encumbered prior to January 1, 2015. If the County does not provide a refund check, the Department will adjust funds under Article 3.04 as part of the Contract year reconciliation process.

3.07 (1) Distribution and reporting of Agency Management Support and Overhead (AMSO) will be in accordance with the federally approved cost allocation plan for local organizational units.

County employee roster information will be provided to the Department of Health Services (DHS) in compliance with instructions from the Department for the Income Maintenance/Wisconsin Works (IM/W-2) RMS.

(2) Counties will report AMSO expenses and employee counts in accordance with instruction for the IM/W-2 RMS. DHS will distribute AMSO costs to the IM and W-2 programs as required by the federal cost allocation guidelines.

For Department programs other than IM, AMSO shall be distributed based on employee counts across programs administered by the County agency. Counties may use the AMSO expense and employee count information provided for the IM/W-2 RMS to calculate the AMSO costs to be reported monthly for social services programs, for programs which are part of the same County agency as the IM/W-2 programs.

3.08 The Department shall provide thirty (30) days advance notice to the County when an increase, decrease or delay will be made pursuant to Article 3, Section 3.05(3). The Department will schedule a conference to resolve the issue which gave rise to notice before the imposition of the decrease or delay. The County may pursue its right to appeal the Department's decision as provided by Article 6 of this Contract after the imposition of the decrease or delay or sooner if both parties agree there is an impasse.

3.09 Except as provided in section 11.01 County agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Chapter 20, Wis. Stats., and if, during the term of this Contract, the state appropriations which fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the County's obligation to fund and provide such service programs under this Contract is suspended.

3.10 The County shall not at any time reallocate funds between lines of Final Allocation Worksheet (Exhibit 1) located on the internet at <http://www.dhs.wisconsin.gov/sca/> unless specific written approval is received from the Department by March 1, 2015.

4.0 RECORDS

4.01 At least forty-five (45) days prior to the effective date of any Department reporting or record keeping requirement issued after December 31, 2013, the Department shall provide the County with written notice of such a proposed reporting or record keeping requirement and allow the County an opportunity to review and comment on such a requirement. The County may comment on its own behalf or use a single point of contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations, or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the County prior to implementing such record keeping and reporting requirements.

4.02 Fiscal Records

The County shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Contract.

4.03 Client Reporting

The County shall maintain such records, reports, evaluations, or other documents which are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to the Financial Management Manual provisions allowing destruction of records.

(1) The County shall furnish such reports and documents to the Department in the format and according to the schedules as the Department requires. These reports must be in compliance with Department reporting instructions.

(2) The Department shall evaluate and monitor compliance with reporting instructions.

4.04 All records maintained by the County pursuant to this Contract shall be available to the Department on request and with adequate notice for inspection, examination or audit. Except when the Department determines that unusual circumstances exist, the Department will give the County at least five working days written notice unless the County consents to a shorter time frame.

4.05 The parties agree to comply with the applicable Federal and State law and Department regulations concerning confidentiality of client records.

4.06 Notwithstanding the above, nothing in this Contract shall be construed to limit, modify, or extinguish any Federal or State agency's legal authority to inspect, audit, or have access to any records, financial statements or other reports maintained by the County; or to modify or limit the County's legal obligation to maintain any record or report required by State or Federal statutes, rules, or regulations.

4.07 The Department shall monitor its requests for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the County.

5.00 AUDITS

5.01 "Single Audit" requirements

(1) The County has a Single Audit pursuant to OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations, the Department of Administration's "*State Single Audit Guidelines*," and the Department of Health Services(DHS)' "*Audit Guide*."

(2) The Department agrees to provide technical assistance to the County that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.

(3) The County agrees to provide to the Department one (1) copy of the audit reporting package and any other supporting documentation required by the Department no later than :

a) The federal government's specified timeframe for reporting significant issues if the County has ARRA funding or

b) The federal government's specified timeframe for an A-133 audit.

c) Audit reports shall be sent by the auditor via email to: **DHSAuditors@Wisconsin.gov with cc to the auditee**. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

(4) The Department shall issue a management decision on audit findings within six months after receipt of the County's audit report.

- (5) With the exception of Federal audits, if the audit is complete and accepted by the Department, the Department may not perform any additional audits and audit exceptions may not be taken other than those taken on the basis of the findings in the accepted audit. Any additional examinations shall build upon the work already done. There will be no charge for Department initiated examinations.

5.02 Department Reviews

- (1) In the event that the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the County. The review shall be conducted in accordance with the Department procedures. This review will not meet the requirements of the Single Audit Act for the County.
- (2) The Department shall schedule a mutually acceptable entrance date with the County with at least ten (10) days' advance written notice.
- (3) The Department agrees to provide the County with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.
- (4) The Department agrees to complete all draft reviews of the County within twenty-five (25) months of the expiration date of the Contract year to be reviewed. The time limit for submitting a draft review report to the County may be extended in unusual circumstances.
- (5) If a multi-County agency has been audited and the audit meets the guidelines of the Department, the Department shall accept the multi-County agency audit in any review of a constituent County or counties of the multi-County agency.
- (6) The Department reserves the right to conduct an independent financial and compliance review of the County agency if the County fails to secure a Single Audit covering all Department funds. In the event that the County fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the County.
- (7) The Department may conduct an additional review if a County action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

5.03 Audit Resolution

The Department will initiate resolution of findings with the County pursuant to Audit Resolution Policies developed by the Department.

- 5.04 Nothing in this section shall be construed to govern the acceptance or guidance of the County by any state agency other than the Department.

5.05 Audit Disallowance

- (1) The County shall be liable for the entire amount of the audit adjustment attributed to the County. The actual amount of a disallowance against the County shall be determined through the Department's Audit Disallowance Policy as stated in the DHS Financial Management Manual for Counties, Tribes and 51.42/37 Boards.
- (2) No fiscal sanction shall be taken against the County unless it is based upon a specific policy which was: (a) effective during the time period which is being audited, and (b) communicated to the County department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Article 2, Section 2.01 shall be imposed for 60 days after the date the County receives written notice of the requirement. The sixty (60) day hold-harmless period is not required if:
 - a) the state has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period; or

- b) the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the County's responsibility to implement policies by their effective dates.

6.0 REVIEW AND REVISION

6.01 The County shall be entitled to an administrative review conducted pursuant to the procedures stated below which are in effect for this Contract if both of the following occur:

- (1) The Department and the County disagree about the interpretation of any provision of this Contract; and
- (2) The disagreement concerns one of the following:
 - (a) Reconciliation of claims and reimbursements; review is through departmental conference;
 - (b) Any audit of the County as described in this Contract; review is through the audit resolution policy;
 - (c) Any audit resolution process; review is through the audit resolution policy; or
 - (d) Any federal audit of the County or the Department; review is through the Divisions Numbered Memos on Federal audits.

6.02 If the Department and the County disagree about the interpretation of any provision of this Contract other than the disagreements described in Section 6.01 above, and the County believes it is or will be injured by an action of the Department, the County shall be entitled to a hearing before the Department of Administration – Division of Hearings and Appeals which must be requested within sixty (60) calendar days from the day the action in question occurred. The following procedures shall apply:

- (1) The Department shall cooperate with the Department of Administration – Division of Hearings and Appeals to have a hearing scheduled within sixty (60) calendar days of receipt of the appeal request;
- (2) Both the County and the Department shall be entitled to one 30-day continuance of the hearing upon written notification to the other party and to the Division of Hearings and Appeals;
- (3) The hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and
- (4) Either party may ask the Secretary of the Department to review the proposed decision within thirty (30) days of its issuance. If neither party makes such a request within the thirty (30) days, the proposed decision shall be final. If either party makes such a request within thirty (30) days, the Secretary may allow both parties to file written arguments before a final decision is issued.

7.0 CIVIL RIGHTS COMPLIANCE

7.01 The County assures that it will comply with the Department's Affirmative Action/Civil Rights Compliance Office Civil Rights Compliance Requirements [See <http://www.dhs.wisconsin.gov/civilrights/CRC/requirements.htm> for the plan standards] for the compliance period (January 1, 2014, to December 31, 2017). The Civil Rights Compliance Requirements outline the policies and procedures to meet the requirements under Title VI and VII of the Civil Rights Act of 1964, and as amended in 1991; Sections 504 of the Rehabilitation Act of 1973; Title VI XVI of the Public Service Health Act; the Age Discrimination Act in Employment of 1967 and Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981; Title I, II and III of the Americans with Disabilities Act of 1990 as amended; the Education Amendment of 1972 Title IX as amended, Food Stamp Act of 1977, USDA-FNS Instructions 113-1, and the Wisconsin Fair Employment, Wis. Stats. §. 111.31 and Ch. DWD 218, Adm. Rules.

- (1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability, age or political belief (Not all prohibited bases apply to all programs). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees are expected to support goals and programmatic activities relating to non-discrimination in service delivery.
- (2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age (over 40), arrest record, conviction record, color, creed/religion, disability, genetic testing, honesty testing, marital status, military service, pregnancy/childbirth, race/ethnicity, national origin/ancestry, sex, sexual orientation, or use of legal products during non-work hours outside of the employer's premises, except as otherwise authorized by applicable statutes. The Wisconsin Fair Employment Act also prohibits retaliation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- (3) The County shall post its Equal Opportunity Policy, its Limited English Proficiency Policy, the name of the Equal Opportunity Coordinator, Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Department Standards and made available in languages and formats understandable to applicants, clients and employees. The Department will continue to provide appropriate translated brochures and forms for distribution. The language access requirements for persons with disabilities and persons who have limited English proficiency are found in greater detail on the website listed in this section.
- (4) The County agrees that its service providers and their subcontractors will comply with the employment and service delivery guidelines of the Civil Rights Compliance Plan requirements issued jointly by the Department of Children and Families, Department of Health Services and the Department of Workforce Development, for the compliance period of January 1, 2014 through December 31, 2017.
- (5) Requirements herein stated apply to any subcontracts or grants. The County has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the Department has a direct contract with another service provider, the County need not obtain a subcontractor or sub-grantee Civil Rights Compliance Action Plan or monitor that service provider.
- (6) The Department will monitor the Civil Rights Compliance of the County. The Department will conduct reviews to ensure that the County is ensuring compliance by its subcontractors or grantees according to Department guidelines. The County agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the County, as well as interviews with staff, applicants and participants applying or receiving services, subcontractors and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.
- (7) The County agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.
- (8) Access to Agency

The County agrees that they will: hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited- or non-English speaking or hearing impaired clients, at no cost to the client; provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and the processing of complaints or appeals; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators or ground floor rooms, and Braille, large print or taped information for the visually impaired or as otherwise required by applicable federal statutes or state law; post and/or

make available informational materials in languages and formats appropriate to the needs of the client population.

8.0 RECONCILIATION WITH COUNTY CLERK'S RECORDS

8.01 A reconciliation shall be performed between expenditures and revenues recorded at the County agency's office and those on the County clerks' accounts together with any journal entries that reconcile final balances.

9.0 HUMAN SERVICES PROGRAMS

9.01 Reconciliation of Human Services Programs

(1) The terms in this Article shall be defined as follows:

(a) "Basic County Allocation" (BCA) means the budget category of the Department of Health Services Basic County Allocation.

(b) "Categorical Programs" means one of the budget categories other than DHS BCA.

(2) Human Services Programs listed in the Final Allocation Worksheet (Exhibit 1) located on the internet at <http://www.dhs.wisconsin.gov/sca/> to this Contract are reconciled in accordance with Sections (3) and (4) below.

(3) The County shall earn monies for the County's actual expenditures for each categorical program up to the amount in the State Allocation Column for that categorical program. If the County expends more money for a categorical program than the amount for that program, the over-expenditure shall be treated as if it were an expenditure for the DHS BCA. Each Contract addendum will be treated as a categorical line for earning purposes with any required County match applied to the DHS BCA.

(4) All County match funds shall be used to earn State match funds on the DHS BCA Contract line.

(a) If the County spends DHS BCA in an amount equal to or less than the amount stated on that line (DHS CARS 561) the County shall earn actual expenditures.

(b) If the County spends DHS BCA in an amount greater than the amount stated on that line (DHS CARS 561), the County shall earn all of the DHS BCA plus one-half of remaining expenditures up to the amount on the State Match line (DHS CARS 681).

9.02 Carry-over of Community Aids funds.

(1) The County can carry over 3% of the total allocation of these funds which are unearned in the following categories:

DHS Basic County Allocation
State Match
Alzheimer's Family and Caregiver Support
Substance Abuse Prevention and Treatment Block Grant (SAPTBG)
Community Mental Health Services (MH) Block Grant
Adult Protective Services

SAPTBG and MH Block Grant funds carried over must be used for their original purpose. All other funds carried over will be added to the DHS BCA and can be used for any purpose during the next calendar year. However, the statutes prohibit the use of any carry-over funds for administrative or staff costs.

(2) The County can carry over up to 5% of its Family Support Allocation which is unearned. These funds must be used for their original purpose but not for Administrative or staff costs.

10.0 SOCIAL SERVICES AND COMMUNITY PROGRAMS REPORTS

<u>Form Number</u>	<u>Name</u>	<u>Due Date</u>
F-80600	Expenditure Report-Community Aids Reporting System	30th of the month following the report month (See 3.04) plus final on March 25, 2015
F-20942	Total Expense by Target Group Standard Program Cluster Report	April 30, 2015
F-22540	Human Services Revenue Report	April 30, 2015
F-22018	HSRS Long Term Support Module	Due by the last state working day of the month following the report month.

11.0 MISCELLANEOUS

11.01 Conditions on the Parties' Obligations

- (1) This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the parties hereto.
- (2) Nothing contained in this agreement shall be construed to supersede the lawful power or duties of either party.

11.02 It is understood and agreed that the entire Contract between the parties is contained herein, and includes appendices and addenda incorporated herein by reference. The Contract supersedes all previous commitments, promises, and representations, either oral or written between the parties relating to the subject matter hereof.

12.01 CERTIFICATION REGARDING LOBBYING

In conformance with federal law, the authorized County representative must review, sign and return with this Contract the Certification Regarding Lobbying form (Section 12.01).

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In conformance with federal law, the authorized County representative must review, sign and return with this Contract the Certification Regarding Debarment and Suspension form (Section 12.02).

12.03 BUSINESS ASSOCIATION AGREEMENT

To comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Contract and after Contract termination, the Business Associate must review, sign and return the Business Association Agreement. (Section 12.03).

12.01 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

12.03 BUSINESS ASSOCIATE AGREEMENT

DEPARTMENT OF HEALTH SERVICES

STATE OF WISCONSIN

Division of Enterprise Services

F-00714 (08/2013)

BUSINESS ASSOCIATE AGREEMENT Contract

This Business Associate Agreement is made between the Wisconsin Department of Health Services, (“Covered Entity”) and the (“Business Associate”), collectively the “Parties.”

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement shall include, but are not limited to:

Services, activities, or functions covered by this Agreement include, but are not limited to Social Services, Community Program and functions performed and service provided or purchased by the as specified in the contract.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

Specific definitions:

- a. Business Associate: “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
- b. Covered Entity: “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103 and in reference to the party in this agreement shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any PHI except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose PHI for Business Associate’s proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
- b. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure.
- c. Business associate shall inform the Covered Entity if it or its subcontractors will perform any work outside United States America that involves access to, or the disclosure of PHI.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate’s safeguards.

4. REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident.

- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax within the next business day following the discovery of any violation,
 - (i) The Violation shall be treated as “discovered” as of the first day on which the Violation is known to the Business Associate, or, by exercising reasonable diligence would have been known to the Business Associate.
 - (ii) Notification shall be provided to one of the contact persons as listed in section d.
 - (iii) Notification shall occur within the first business day that follows discovery of the Violation.
- b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity’s efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI including complying with a reasonable Corrective Action Plan.
- c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within one week, to a contact listed in section 5d with the following information:
 - (i) Each Individual who’s PHI has been or is reasonably to have been accessed, acquired, or disclosed during the Incident,
 - (ii) A description of the types of PHI that were involved in the Violation (such as full name, social security number, date of birth home address, account number and etc.).
 - (iii) A description of unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - (iv) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - (v) A description of probable causes of the improper use or disclosure,
 - (vi) A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses and to protect against further Violations,
 - (vii) The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence, and
 - (viii) A corrective action plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. **Covered Entity Contact Information.** To direct communications to above referenced Covered Entity’s staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

Covered Entity Program Manager: Name Address Phone Email	DHS Privacy Officer c/o Office of Legal Counsel Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-266-5484	DHS Security Officer Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-261-8310
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5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE

In accordance with 45 CFR 164.502(e)(1) and 164.308(b) , if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

6. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Business Associate conducts any Standard Transaction for, or on behalf, of a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s);
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any PHI held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet requirements under the Privacy Rule.

8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct PHI held by the Business Associate which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

9. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

The Business Associate agrees to document and make available to the Covered Entity or (at the direction of the Covered Entity) to an Individual such disclosures of PHI to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.

10. INTERNAL PRACTICES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity, or to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the HHS Secretary or designee, for purposes of determining compliance with the requirements of HIPAA.

14. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - (i) Exercise any of its rights to reports, access and inspection under this Agreement;
 - (ii) Require the Business Associate within a 30 day period to cure the breach or end the violation;

- (iii) Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - (iv) Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either (ii) or (iii), the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

15. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all PHI and any compilation of PHI in any media or form. The Business Associate agrees to ensure that this provision also applies to PHI of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of PHI in any media is included in and covered by this provision, as well as all original or copies of PHI provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **thirty (30)** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all PHI has been completed.
- b. If the Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include:
 - (i) For paper, film, or other hard copy media: shredded or destroyed in order that PHI cannot be read or reconstructed; and
 - (ii) For electronic media: cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST).Redaction is specifically excluded as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.
- c. If the Business Associate believes that the return or destruction of PHI is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate and Covered Entity agree that return or destruction of PHI is not feasible, the Business Associate shall extend the protections of this Agreement to PHI and prohibit further uses or disclosures of the PHI of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any PHI subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

14. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that PHI from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of PHI.

13. MISCELLANEOUS PROVISIONS

- a. Indemnification for Breach. Business Associate shall to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under HIPAA Rules.
- b. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- c. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- d. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY

BUSINESS ASSOCIATE

SIGNATURE: _____

SIGNATURE: _____

Print Name: Cheryl K Johnson
Administrator, Division of Enterprise
Services, Dept. Health Services

Print Name: _____
Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Department and the County have executed this agreement as of the day and year first above written.

Print Name of County: _____

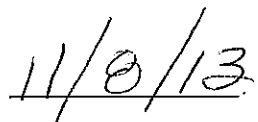
Printed Name

Signature
County Executive, Board Chairperson,
or Designee Authorization attached if Designee

Date



Signature
Cheryl K. Johnson
Administrator, Division of Enterprise Services
Department of Health Services



Date

STATE OF WISCONSIN
Department of Health Services
Division of Health Care Access and Accountability

State Copy ____
County Copy ____

**Appendix AL-2 to the 2014 State and County Contract
Covering Social Services, Community Programs and Income Maintenance**

It is further understood and agreed to by both parties through this attachment to the calendar year 2014 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered/Contract Administrator

Funds in the amount identified in this Contract are provided for the period January 1, 2014 through December 31, 2014.

The Department of Health Services (DHS) / Division of Health Care Access and Accountability Contract Administrator responsible for the administration of this Appendix is Vanessa Robertson at the following address:

Department of Health Services
Division of Health Care Access and Accountability
Attn: Vanessa Robertson, Deputy Director
1220 West Vliet Street
Milwaukee, WI 53205

In the event that the Contract Administrator is unable to administer this Appendix, the Department will notify the Milwaukee County DHHS Director and designate a new Contract Administrator.

The Milwaukee County DHHS Director is the County Contract Administrator responsible for administering the County's activities under this Appendix. The address is:

Milwaukee County
Department of Health and Human Services
Attn: DHHS Director
1220 West Vliet Street
Milwaukee, WI 53205

In the event that the County Contract Administrator is unable to administer this Appendix, the County will notify the Department and designate a new County Contract Administrator.

II. Purpose and Service Conditions on the Use of the Additional Funds

This covers the County's responsibilities to perform certain administrative functions for the public assistance programs that the Department administers in Milwaukee County and covers the Department's responsibilities to reimburse the County for those functions. If any of the terms of this Appendix or its attachments are in need of interpretation, the language and intent of Wis. Stats., s. 49.78 and s.49.825 will control that interpretation. In addition, if any terms in this Appendix or its attachments conflict with provisions in the State and County Contract Covering Social Services, Community Programs and Income Maintenance, the terms in this Appendix will take precedence.

Failure to meet these purposes and conditions will result in the loss of these funds by the County. The County will then be responsible for repayment to the Department.

III. Fiscal and Member Reporting on the Use of the Additional Funds

The County will claim the funds spent through invoices submitted to the Department. The Department will be responsible for entering all allowable claims in the CARS system according to the Community Aids Reporting System (CARS) Consolidated County HS/IM Programs Manual at <http://dhs.wisconsin.gov>.

IV. Payment Procedures

Unless otherwise provided in this Appendix AL-2 or attachments, these funds shall be paid in accordance with the processes in the State and County Contract Covering Social Services, Community Programs and Income Maintenance.

V. County Responsibilities

- A. A detailed description of the services to be performed by the County is provided in Attachment 1 to this Appendix.

The County will comply with all state and federal laws applicable to the services under this Contract, with particular respect to privacy laws.

VI. Funds Provided/Fiscal Conditions on the Earnings of the Additional Funds

- A. The Department will reimburse the County for allowable costs in amounts not to exceed the budget lines in Attachment 2 to this Appendix. The Department will not reimburse the County for any incurred costs above the budget lines in Attachment 2 unless the Appendix is amended increasing the appropriate budget line.
- B. The Department will reimburse the County for allowable space and

occupancy costs in accordance with Attachment 2.

VII. Payment for Services

- A. Payments will be made monthly through the CARS system, based on expense reports submitted by the County to the Department in the form of invoices that contain the information required in Section B., below.
- B. The County shall submit a monthly invoice that indicates the amounts billed for each category as shown on Attachment 2.

VIII. Reporting

- A. The County shall comply with reporting requirements as directed by the Department that are reasonably necessary to determine County compliance under this Appendix AL-2. Any required reports shall be forwarded to the Department's Contract Administrator according to the schedule provided by the Department.
- B. At the request of the Department, the County will clarify required reports or answer any questions at any time during the contract period or within three (3) years of the conclusion of this Contract.

IX. Procurement and Subcontracting

- A. Applicable Law

The Department and County both agree to conduct all procurement transitions in a manner consistent with all applicable federal and state requirements.

- B. County Responsibility

The County remains responsible for performance of any service under this Appendix AL-2 and its attachments that are contracted.

- C. Subcontracting

The County may subcontract for some or all of the services covered by this Appendix AL-2 and its attachments. Subcontracts must adhere to Wis. Stats., s. 46.036 and the Department's policies and procedures. The County will notify the Department in a timely manner, but does not otherwise need prior written approval, of subcontracts for services related to space and occupancy. For all other intended subcontracts under this Appendix AL-2, the County must receive the Department's prior written approval as described in the Administrator's Memo

Series.

The County shall establish instructions and monitoring procedures to ensure each subcontractor complies with this Appendix AL-2 and its attachments, applicable state and federal laws, rules and regulations and the Department's policies and procedures.

Prior to signing a subcontract with a "related party" as defined in the Department's Financial Management Manual, and regardless of the subcontract approval procedure used, the County shall notify the Department's Contract Administrator in writing of any such proposed subcontract.

X. Disputes

Notwithstanding the provisions of this Contract, the County's sole and exclusive method of resolving any dispute or controversy arising out of or relating to this Appendix AL-2 and its attachments shall be the complaint process provided in this Article.

The County may address a written complaint to:

Division of Health Care Access and Accountability
Attn: Division Administrator
1 West Wilson Street, Room 350
P.O. Box 309
Madison, WI 53701-0309

The Division Administrator shall respond in writing within 15 business days, or as soon as possible, to resolve the complaint. If the Division Administrator is unable to respond to the complaint within 15 business days, the Division Administrator shall notify the County within 15 days of the date by which a response can be expected. If the County is not satisfied with the response, the County may request a review of the response by the Wisconsin Division of Hearings and Appeals (DHA). The request must be filed with DHA within 15 calendar days of the date of the Division Administrator's response. The Division of Hearing and Appeals shall conduct the hearing as if it were a Class 3 case hearing under Wis. Stats., Chapter 227 and prepare a proposed decision. The County and the Division shall have the opportunity to file objections and comments within 10 calendar days of the date of the proposed decision. The DHA will forward the proposed decision and all objections and comments to the Department's Secretary for final decision. The decision of the Department's Secretary shall be binding on all parties and not subject to Chapter 227 judicial review.

A. SHARED SERVICES AND STAFF

The County will provide the following shared services and staff to assist the Department in its administration of the income maintenance programs under Wis. Stats., s. 49.78. Information on the cost components and allocation basis and other explanatory information on how rates were developed will be provided to the Department upon request.

All rates charged by the County to the Department shall be cost based, except that, as necessary, the County may bill using an interim rate. Such an interim rate may be based on anticipated costs and expected units of services. If the County bills using an interim rate, the interim rate shall be reconciled no less frequently than annually and shall be based on actual costs and units of service. The County will provide the Department with a reconciliation statement showing estimated amounts billed and actual charges. Amounts paid above the actual rates shall be promptly refunded by the County to the Department or, with the agreement of the Department, may be folded into a subsequent period's rate calculation.

1. Mail Services

The Department will reimburse the County an hourly rate of \$67.80 for all allowable costs for services provided by the County mailroom staff, including delivery of supplies. These services do not include pick up or delivery of mail outside of the Coggs building or metering of mail.

2. Other Services

The Department will reimburse the County an hourly rate of \$67.80 for all allowable costs for services provided by the County mailroom staff, including delivery of supplies. These services do not include pick up or delivery of mail outside of the Coggs building or metering of mail.

3. Pension and Benefits Management Costs

The Department will reimburse the County for costs incurred and paid.

B. IT Services

The County will provide the Department with Information Technology (IT) services as currently defined and agreed to in the Memorandum of Understanding titled "Operational Procedures Between Milwaukee County Information Management Services Division (IMSD) and the Wisconsin Department of Health Services Technology Support" during

the period January 1, 2014 through April 30, 2014.

Unless otherwise set forth, the County will be paid in accordance with the MOU for an amount not to exceed \$85,114 per month, plus the cost of long distance telephone charges. The total compensation to the County for services performed under the MOU shall not exceed this dollar amount unless agreed to in writing by the Department in advance of each expenditure. The MOU and the fee for services can be adjusted upon mutual agreement between both parties.

As of May 1, 2014, the County will cease providing and billing for IT Services to the Department. The long-distance telephone charges will remain in the monthly billing from the County as those services will continue.

C. Space

The County will provide the Department with suitable dedicated and common space for efficient and effective administration of the IM programs during the period January 1, 2014 – April 30, 2014. The Department shall pay the County \$198,389 per month for use of the dedicated and common space. This payment shall cover all host and occupancy costs of such space.

Attachment 2

	January-June 2014	July- December 2014	Total
Pension Estimated	\$60,000	\$47,500	\$107,500
Benefits management costs	\$35,000	\$35,000	\$70,000
Mail Services costs	\$15,000	\$15,000	\$30,000
IT Services costs*	\$340,456	\$0	\$340,456
Long distance telephone costs	\$1,500	\$1,500	\$3,000
Rent**	\$793,556	\$0	\$793,556
Total Contract Amount	\$1,245,512	\$99,000	\$1,344,512

*IT Services costs are billable through the end of April 2014 when the Department will install the DHS server and the County IT Services will no longer be utilized.

**Rent costs through this contract are billable through the end of April 2014 when the Department will enter into a month to month lease contract with the Lessor.

The State of Wisconsin Department of Health Services and the County of Milwaukee hereby agree with the terms and conditions of the attached document which is "Appendix AL-2 to the State and County Contract Covering Social Services and Community Programs."

Kitty Rhoades, Secretary
Wisconsin Department of Health Services

Date

Hector Colon, Director
Milwaukee County Department of Health and Human Services

Date

Certificate of Completion

Envelope Number: D67B2E3235334446B12D40ADAFE94603
 Subject: CFC00255E1 MECA Mil Co Shared Services Ext
 Bureau: MECA
 Type: Extension
 Contract Start Date: 01/01/2014
 Contract End Date(1): 12/31/2014
 Original Sent Date: 02/07/2014
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled

Status: Sent

Signatures: 9
 Initials: 0

Envelope Originator:
 DCF
 201 E. Washintgon Ave., Room A200
 madison, WI 53708
 dcfcontracting@wi.gov
 IP Address: 165.189.32.4

Record Tracking

Status: Original
 2/7/2014 2:26:53 PM CT

Holder: DCF
 dcfcontracting@wi.gov

Location: DocuSign

Signer Events

Signature

Timestamp

Steve Martinelli
 stever.martinelli@wi.gov
 Chief, Grants & Contracts Section
 Wisconsin Department of Children & Families
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 3/16/2011 2:19:50 PM CT
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Hope Koprowski
 Hope.Koprowski@wi.gov
 Security Level: Email, Account Authentication (None)
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Holly Davis
 holly.davis@wi.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 2/10/2014 11:21:39 AM CT
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Judy Norman-Nunnery
 judy.normannunnery@wisconsin.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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 Signed: 2/12/2014 11:47:57 AM CT

Carbon Copy Events	Status	Timestamp
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Tiffany Wilson
tiffany.wilson@wi.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Verna Ruhs
verna.ruhs@wi.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/13/2014 10:48:49 AM CT
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Electronic Record and Signature Disclosure

In Process

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact State of WI:

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

To contact us by email send messages to: dcfcontracting@wisconsin.gov

To advise State of WI of your new e-mail address

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

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

To request paper copies from State of WI

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

To withdraw your consent with State of WI

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

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

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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

By checking the "I agree"™ box, I confirm that:

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



WISCONSIN DEPARTMENT OF CHILDREN AND FAMILIES

201 E. Washington Ave. - PO Box 8916
Madison, WI 53708-8916

Governor Scott Walker
Secretary Eloise Anderson

CONTRACT AMENDMENT

by and between

**Wisconsin Department of Children and Families
Division of Early Care and Education – Milwaukee Early Care Administration
and
Milwaukee County Department of Health and Human Services**

CONTRACT NO:
CFC00255E1

COMMODITY OR SERVICE and DEFINITION:
Support Services for the administration of Milwaukee Early Care Administration (MECA) child care programs as authorized by §49.826(3)(c)

AMENDMENT DESCRIPTION:
This Amendment extends Contract Number CFC00255 on a month-to-month basis until a new Agreement is established

CONTRACT PERIOD:
01/01/2013 – 12/31/2013

AMENDMENT PERIOD:
Month-to-Month Extensions up to 12/31/2014

DCF Program Administrator
Tiffany Wilson – (414) 220-7201
Tiffany.Wilson@wi.gov

CONTRACTOR INFORMATION:

Contractor / Provider Name: Milwaukee County Department of Health and Human Services
Contractor / Provider Authorized Representative: Teig Whaley-Smith
Contractor / Provider Authorized Rep Email: teig.whaley-smity@milwcnty.com
Contractor / Provider Address: 1220 W. Vliet Street
Contractor / Provider City, State, Zip: Milwaukee, WI 53205
Contractor / Provider Phone / Fax: (414) 289-6817
Contractor / Provider Administrator: Gary Waszak
Contractor / Provider Email: gwaszak@milwcnty.com

Funding Information for Contracts managed thru Purchase Plus:

Contractor: Milwaukee County Department Health and Human Services		Contract # CFC00255E1
Shared Services Description	Amount	
Employee Services	\$33.88/mo/member, \$407.00/yr/member	
IT and Phone Services	\$3,799.00/mo plus \$295.00/mo for ongoing Q-Matic services	
Mail Services	\$58.54/hr plus itemized cost of postage	
Other Services	Services will be provided upon mutual agreement and once an acceptable rate is negotiated between the parties	

*The above accounting codes are for DCF use only.
All funding allocations are subject to Federal and State budgetary changes.*

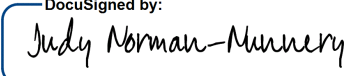
This is an Amendment of an existing contract for the specific time period, funding, and terms defined. This Amendment is entered into by and between the State of Wisconsin Department of Children and Families and the Contractor listed above. Unless otherwise specified, ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Amendment and the Contract, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. The Department and the Contractor acknowledge that they have read the Amendment and understand and agree to be bound by the terms and conditions.

This Amendment becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by the Department.

Signatures

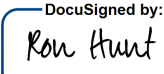
NAME Authorized Signature Teig whaley-Smith
Title

Date

DocuSigned by:

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Division Administrator Judy Norman-Nunnery
Wisconsin Department of Children and Families

2/12/2014 | 11:47 AM CT
Date

DocuSigned by:

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Deputy Secretary Ron Hunt
Wisconsin Department of Children and Families

2/13/2014 | 10:48 AM CT
Date

DCF CONTRACT APPROVAL AGREEMENT

From: Randee Hatcher

Subject: CFC00255E1 MECA Mil Co Shared Services Extension

This Extension is for the MECA Shared Services Contract with Milwaukee Co. The CY13 is being extended on a month-to-month basis up to 12/31/2014 until a new Agreement is negotiated and can be routed.

APPROVED BY:

DMS Grants and Contracts Section Chief: Steve Martinelli

DocuSigned by:
Steve Martinelli
61F9572D9EAC412...

Approver Signature: Approver Date: 2/7/2014 | 14:44 PM CT

DMS Bureau of Finance Director: Hope Koprowski

DocuSigned by:
Hope Koprowski
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Approver Signature: Approver Date: 2/7/2014 | 14:48 PM PT

Program Section Chief:

Approver Signature: Approver Date:
Program Bureau Director: Holly Davis

DocuSigned by:
Holly Davis
AB2A11A8BC53493...

Approver Signature: Approver Date: 2/10/2014 | 11:21 AM CT

Contract Division Administrator: Judy Norman-Nunnery

DocuSigned by:
Judy Norman-Nunnery
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Approver Signature: Approver Date: 2/12/2014 | 11:47 AM CT

DCF Chief Legal Counsel: Randall L. Keys

DocuSigned by:
Randall L. Keys
600FBFCDF92E44C...

Approver Signature: Approver Date: 2/13/2014 | 10:13 AM CT

DCF Deputy Secretary: Ron Hunt

DocuSigned by:
Ron Hunt
B5DD6CA8E77346E...

Approver Signature: Approver Date: 2/13/2014 | 10:48 AM CT

Carbon Copy

PM / CM: Tiffany Wilson

Contract Support: Verna Ruhs

This inter-office memo is based on Department of Children and Families Policy 223: Signatory Authority for Procurement and Contract Documents. Please refer to the Finance link for a copy of the Policy.

DCF CONTRACT REVIEW and APPROVAL PROCESS

DCF Grants and Contracts			
Contract#	CFC00255E1	Program Name Description	MECA Shared Services Childcare Administration Contract
Division	Division of Early Care and Education (DECE)	Bureau	Milwaukee Early Care Administration MECA

Contract Information			
Contract Type	Extension	Contract Amount (Initial)	See Alloc tab
		Contract Change	
		Total Contract Amount	
		Contract Beginning Date	January 1, 2013
		Contract Ending Date	month-to-month ext up to 12/31/2014
Match Required		Final report Due # Days after end of contract	
CFDA Number		Payment Terms	P+
Grant Exemption Number			
Grant Exemption Numbers	http://dwdworkweb/asdproc/procmanual/grants_exemption.htm		

Budget / Accounting Coding				Special Instructions
Organization Code		CORe Agency ID	NA	
Appropriation(s)		CORe Contract Code Admin	NA	
Activity Code		CORe Contract Code Program	NA	
Object/Sub object		CORe Contract Code Other	NA	
Reporting Category Code(s)		CORe Contract Code Other	NA	
Reporting Category Description(s)		CORe Code Description Published	NA	

Reviewer Approval			
	Route to:	Initials	Date
Program Manager	Tiffany Wilson	NA	NA
Program Bureau Director	Holly Davis	HD	02/07/2014
DCF Purchasing Agent	Sue Handrich-Herr	SH	02/04/2014
DCF Contract Specialist	Randee Hatcher	RLH	02/07/2014
DCF Budget Analyst	Adam Hartung	APH	02/03/2014
DCF Grant Accountant	Mary Jo Page	MJP	02/05/2014
DWD CORe Accountant		NA	NA

DCF Audit Section		NA	NA
DCF Legal		NA	NA

COMMENTS:

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Upon completion return to :	Verna.Ruhs@wisconsin.gov
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Signed Contract Received	Contract loaded to CORE or P*	County/Agency Name	Authorized Representative	Authorized Rep E-mail	Physical Address	City, State Zip	Phone	Fax	Program Administrator	PA Email	Employee Services	IT and Phone Services	Mail Services	Other Services
		Milwaukee County Department of H	Hector Colon	hector.colon@milwcnty.com	1220 W. Vliet Street	Milwaukee, WI 53205	(414) 289-6817		Clare O'Brien	clare.obrien@milwcnty.com	\$33.88/mo/member, \$407.00/yr/member	\$3,799.00/mo plus \$295.00/mo for O-Matic Services for MECA	\$58.54/hr plus itemized cost of postage	Negotiated rate

In Process

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: August 28, 2014

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

FROM: Héctor Colón, Director, Department of Health and Human Services
Prepared by: Dennis Buesing, Administrator, DHHS Contract Services

SUBJECT: Report from the Director, Department of Health and Human Services, requesting authorization to enter into purchase of service contracts for the operation of the Wisconsin Home Energy Assistance Program (WHEAP) in the Management Services Division

Issue

Section 46.09 of the Milwaukee County Code of General Ordinances requires County Board approval for the purchase of human services from nongovernmental vendors. Therefore, the Director of the Department of Health and Human Services (DHHS) is requesting authorization to enter into purchase of service contracts with the Social Development Commission (SDC) and Community Advocates to operate the Wisconsin Home Energy Assistance Program (WHEAP) in the Management Services Division (MSD). The contracts will follow the Federal Fiscal Year (FFY) beginning October 1, 2014 and ending September 30, 2015.

Background

The Wisconsin Department of Administration (DOA), Division of Energy Services (DES) administers statewide low-income household energy assistance programs involving electric and heating bill payment assistance as well as benefits and services to assist with energy crisis situations. WHEAP serves as the umbrella program for the federally-funded Low Income Energy Assistance program or LIHEAP and the Public Benefits Program funded from fees collected through the electric utilities. LIHEAP focuses mainly on heating assistance while Public Benefits provides benefits for non-heating electric usage.

Section 16.27 of the Wisconsin Statutes governs the operation of the Wisconsin Home Energy Assistance Program (WHEAP) in the State of Wisconsin and prescribes a role for counties in delivering such assistance. Section 46.215 of the statutes specifically addresses Milwaukee County's role in providing energy assistance to eligible residents.

DHHS traditionally has sought to maintain a social service delivery system comprised of both County provided and purchased services. Partnerships with community organizations have helped DHHS make use of available community resources and expertise in carrying out its

mission. For FFY14, DHHS administered \$2.4 million in energy assistance subcontracts with two Wisconsin Home Energy Program purchase of service community agencies resulting in assistance to 58,000 households that received \$29.6 million in home energy assistance and 6,017 households that received \$1.7 million in crisis assistance.

This program was last bid out through a Request for Proposal (RFP) process in 2011 and since that time, the contractors have successfully met performance expectations and contract requirements.

Discussion

The DHHS Director is recommending purchase of service contracts with the Social Development Commission (SDC) and Community Advocates to operate the Energy Assistance Program for Milwaukee County. Under the FFY2015 contracts, SDC and Community Advocates would continue to operate WHEAP to insure eligible households in Milwaukee County are provided with benefits and services. SDC operates three Energy Assistance sites (south, northwest and east sides of Milwaukee County) and Community Advocates currently operates one, centrally-located Energy Assistance site in downtown Milwaukee.

Both agencies utilize several locations including senior/disabled housing sites, senior centers, and community events throughout the county to process applications from within the community and promote the program. In addition, the two remaining County energy staff members have been deployed to the agencies to provide services along with their regular staff.

DHHS is recommending that a 12-month contract be awarded to SDC for \$1,331,028 and to Community Advocates for \$699,642 for the period of October 1, 2014 to September 30, 2015. The 2014/2015 contract recommendations are based upon the percentage of applications processed by each agency for FFY2014 at the time this report was prepared, as well as on the number of potential new applicants. DHHS' ability to execute these contracts will be contingent upon review and approval by the Wisconsin Department of Administration. Any contract increases received by DHHS during the course of the State DOA/DHHS contract period will be proportionately passed onto both SDC and Community Advocates.

The revenue available to fund these contracts as well as county staff and overhead costs is included in the State WHEAP contract. This State contract reflects a term of three years (FFY2013-2015) and was approved in September 2012 (Resolution File No. 12-710). The total WHEAP allocation to administer the program for FFY15 is \$2,356,669.

Recommendation

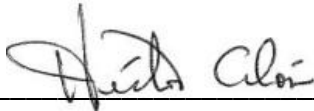
It is recommended that the County Board of Supervisors authorize the Director of the Department of Health and Human Services, or his designee, to execute a FFY2015 contract for the period of October 1, 2014 to September 30, 2015 with the Social Development Commission (SDC) in the amount of \$1,331,028 and with Community Advocates in the amount of \$699,642.

Further, the Director is authorized to proportionately amend the contracts upon receipt of any addenda received by Milwaukee County DHHS from the Wisconsin Department of Administration increasing the state/county contract for the operation of the WHEAP program during FFY2015.

Fiscal Impact

Each of the recommended contracts is funded with WHEAP revenue, and approval of the recommendations delineated above would have no additional tax levy impact beyond what has been allocated in the Department's 2014 Budget and 2015 Requested Budget. A fiscal note form is attached.

Respectfully Submitted,



Héctor Colón, Director
Department of Health and Human Services

cc: County Executive Chris Abele
Raisa Koltun, County Executive's Office
Kelly Bablitch, County Board
Don Tyler, Director, DAS
Josh Fudge, Director, Office of Performance, Strategy & Budget
Steve Cady, Research Director, Comptroller's Office
Matt Fortman, Fiscal & Management Analyst, DAS

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(ITEM) Report from the Director, Department of Health and Human Services, requesting authorization to enter into purchase of service contracts for the operation of the Wisconsin Home Energy Assistance Program (WHEAP) in the Management Services Division, by recommending adoption of the following:

A RESOLUTION

WHEREAS, section 46.09 of the Milwaukee County Code of General Ordinances requires County Board approval for the purchase of human services from nongovernmental vendor and therefore, the Director of the Department of Health and Human Services (DHHS) has requested authorization to enter into 2014/2015 purchase of services contracts with community organizations for the Management Services Division (MSD); and

WHEREAS, based on a 2011 DHHS Request for Proposals (RFP), the DHHS Director is recommending purchase of service contracts with the Social Development Commission (SDC) and Community Advocates to operate the Energy Assistance Program for Milwaukee County for services; and

WHEREAS, each of the recommended contracts that pertains to Energy Assistance is funded with Wisconsin Home Energy Assistance Program (WHEAP) revenue, and DHHS' ability to execute these contracts will be contingent upon review and approval by the Wisconsin Department of Administration (DOA); and

WHEREAS, the 2015 funding for the agency contracts is included in the three-year (FFY13-FFY15) State WHEAP contract approved by the County Board in September 2012 (Resolution File No. 12-710); and

WHEREAS, the revenue available to fund these contracts as well as county staff and overhead costs is included in the State WHEAP contract; and

WHEREAS, the WHEAP allocation for FFY15 is \$2,356,669 which is \$111,658 lower than the original allocation for FFY14 of \$2,468,327; and

WHEREAS, the contract recommendations are within limits of relevant 2015 State/County contracts and the 2014 Budget and 2015 Requested Budget; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Director, DHHS, or his designee, to execute one-year contracts for the period of October 1, 2014 through September 30, 2015 with the following vendors in the following amounts:

Social Development Commission	\$1,331,028
Community Advocates	<u>\$699,642</u>

47 **TOTAL** **\$2,030,670**

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49 BE IT FURTHER RESOLVED, that the Director, DHHS, or his designee, is hereby
50 authorized by the Milwaukee County Board of Supervisors to proportionately amend both
51 the Social Development Commission and Community Advocates contracts for the same
52 period upon receipt of any addenda received by Milwaukee County DHHS from the
53 Wisconsin Department of Administration increasing the state/county contract for the
54 operation of the WHEAP program during FFY2015.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/28/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Report from the Director, Department of Health and Human Services, requesting authorization to enter into purchase of service contracts for the operation of the Wisconsin Home Energy Assistance Program (WHEAP) in the Management Services Division

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	0
	Revenue	0	0
	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.


A. Approval of the request would permit the DHHS Management Services Division to enter into purchase of service contracts for the Wisconsin Home Energy Assistance Program (WHEAP) with the Social Development Commission (SDC) and Community Advocates. The term of the contracts would run on the federal fiscal year cycle from October 1, 2014 to September 30, 2015.

The contract being recommended for SDC is \$1,331,028 and the recommended contract for Community Advocates is \$699,642.

- B. The revenue available to fund these contracts is included in the State WHEAP contract. The WHEAP allocation for FFY15 is \$2,356,669 which is \$111,658 lower than the original allocation for FFY14 of \$2,468,327. The WHEAP contract also funds County staff and overhead costs. This State contract reflects a term of three years (FFY2013-2015) and was approved in September 2012 (Resolution File No.12-710).
- C. There would be no tax levy impact by approving the request as the recommended contract amounts are within the WHEAP allocation.
- D. The fiscal note assumes expenditures cannot exceed the amounts authorized for the purchase of service contracts.

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.

Department/Prepared By Clare O'Brien, Fiscal & Management Analyst

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDPB Staff Review? Yes No Not Required

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: August 28, 2014

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

FROM: Héctor Colón, Director, Department of Health and Human Services
Prepared by: Ken Sternig, Administrator – Emergency Medical Services

SUBJECT: **Report from the Director, Department of Health and Human Services, requesting retroactive authorization to enter into a building lease and exchange of services with Froedtert Memorial Lutheran Hospital**

Policy

The Director of the Department of Health and Human Services is seeking County Board approval to enter into a contract in excess of \$300,000 with Froedtert Memorial Lutheran Hospital (FMLH) for the exchange services and space related to the operation of the Communication Base for the Emergency Medical Services Program for a term of January 1, 2014 to December 31, 2018.

Background and Rationale

For the past 30 years, Milwaukee County has been operating the Emergency Medical Services Program (EMS) in conjunction with area municipalities. Until the mid 1990s, the EMS program operated as part of John L. Doyne Hospital and utilized various functions and services of the hospital in addition to performing various services for the hospital. In addition to providing administrative oversight of the program, the other major functions provided by John L. Doyne Hospital included the provision of space for the communication center, associated utilities and facility expenses and procurement of medical supplies and equipment used in the EMS program. The EMS program provided the hospital with paging and communication services for the emergency and trauma arena.

At the end of 1995, the County sold the assets of John L. Doyne Hospital to Froedtert Memorial Lutheran Hospital and the administrative and management oversight of the EMS program became the responsibility of DHHS under the former Division of County Health Programs (CHP).

In 1998, the County Board of Supervisors authorized the execution of a five-year contract between the County and FMLH, which provided the basis for the establishment of a long-term relationship between the parties. The proposed contract for 2014-2018 continues the mutually

advantageous, long-term relationship between the County and FMLH regarding EMS operations.

The contract between the County and FMLH establishes firm and predictable costs associated with rent and expected services from FMLH related to the Communication Base, establishes authorization for equipment location within FMLH as well as access to that equipment, and provides for reimbursement to the County for services provided to FMLH by the Communication Base personnel. In addition, under the proposed contract, FMLH would continue to permit students involved in educational programs sponsored by the EMS program to have access to hospital programs and medical services for educational purposes, and the contract also would allow for the continued commitment of procurement for medical supplies and commodities for the EMS program from FMLH.

Under the terms of the contract for 2014, the County would make an annual payment to FMLH of \$79,310 for space, services and access, and actual costs plus a fixed percentage fee on medical supplies and commodities. FMLH will make an annual payment to the County of \$79,310 for paging and coordination of emergency medical services. The payments of both parties will increase to \$80,000 each year for the remainder of the contract term.

Although each annual payment is less than the \$300,000 threshold required by Wisconsin Act 14 for County Board approval, DHHS was advised by Corporation Counsel to seek approval given that the contract amount over the entire term exceeds \$300,000. The total contract amount for the period of January 1, 2014 to December 31, 2018 reflects a total of \$399,310 for each agency. DHHS is seeking retroactive approval to January 1, 2014.

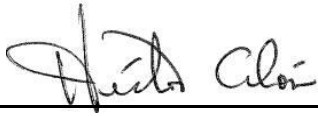
Recommendation

It is recommended that the County Board of Supervisors authorize the Director, Department of Health and Human Services, or his designee, to execute a five-year contract retroactive to January 1, 2014 through December 31, 2018 with Froedtert Memorial Lutheran Hospital for the exchange of services related to the operation of the EMS program and Communication Base located at FMLH.

Fiscal Impact

The 2014 Adopted Budget for the Department of Health and Human Services includes sufficient appropriations related to the provision of space and other services for the EMS Program to cover the expenditures provided for in the proposed contract. There is no tax levy impact. A fiscal note form is attached.

Respectfully Submitted,



Héctor Colón, Director
Department of Health and Human Services

cc: County Executive Chris Abele
Raisa Koltun, Legislative Affairs Director – County Executive’s Office
Kelly Bablitch, County Board Chief of Staff
Don Tyler, DAS Director
Josh Fudge, Director, Office of Performance, Strategy & Budget
Matt Fortman, Fiscal and Management Analyst – DAS
Steve Cady, Director of Research Services – Comptroller’s Office
Janelle Jensen, Committee Clerk – County Clerk’s Office

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(ITEM) From the Director, Department of Health and Human Services, requesting retroactive authorization to enter into a building lease and exchange of services with Froedtert Memorial Lutheran Hospital, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Director of the Department of Health and Human Services (DHHS) has requested authorization to enter into a contract in excess of \$300,000 with Froedtert Memorial Lutheran Hospital (FMLH) for the exchange of services and space related to the operation of the Communication Base for the Emergency Medical Services Program; and

WHEREAS, when the County sold the assets of John L. Doyne Hospital to FMLH in 1995, the administrative and management oversight of the EMS program became the responsibility of the Division of County Health Programs (CHP); and

WHEREAS, in 1998, the County Board of Supervisors authorized the execution of a five-year contract between the County and FMLH, which provided the basis for the establishment of a long-term relationship between the parties, and DHHS is now requesting a contract for 2014-2018 that would continue the mutually advantageous, long-term relationship between the County and FMLH regarding EMS operations; and

WHEREAS, the proposed contract between the County and FMLH establishes firm and predictable costs associated with rent and expected services from FMLH related to the Communication Base, establishes authorization for equipment location within FMLH as well as access to that equipment, and provides for reimbursement to the County for services provided to FMLH by the Communication Base personnel; and

WHEREAS, under the proposed contract, FMLH also would continue to permit students involved in educational programs sponsored by the EMS program to have access to hospital programs and medical services for educational purposes, and would allow for the continued commitment of procurement for medical supplies and commodities for the EMS program from FMLH; and

WHEREAS, under the terms of the proposed contract, in 2014, the County will make a payment to FMLH of \$79,310 for space, services and access and pay actual costs plus a fixed percentage fee on medical supplies and commodities, and in 2014, FMLH would make a payment to the County of \$79,310 for paging and coordination of emergency medical services; and the payments of both parties would increase to \$80,000 annually each year for the remainder of the contract term for a total of \$399,310 expended by each agency over five years; now, therefore,

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BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Director, Department of Health and Human Services, or his designee, to execute a five-year contract with Froedtert Memorial Lutheran Hospital retroactive to January 1, 2014 through December 31, 2018 for the exchange of services related to the operation of the EMS program and Communication Base located at FMLH under the terms and conditions described above.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 28, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Report from the Director, Department of Health and Human Services, requesting retroactive authorization to enter into a building lease and exchange of services with Froedtert Memorial Lutheran Hospital

FISCAL EFFECT:

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|--|--|
| <input checked="" 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 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		
	Revenue		
	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.

A. The Director of the Department of Health and Human Services (DHHS) is requesting retroactive authorization to execute a contract with Froedtert Memorial Lutheran Hospital (FMLH) for a building lease and exchange of services related to the operations of the Emergency Medical Services program and Communication Base for the period of January 1, 2014 through December 31, 2018.

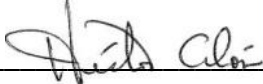
B. Under the terms of the proposed contract, in 2014, the County will make a payment to FMLH of \$79,310 for space, services and access, and also pay actual costs plus a fixed percentage fee on medical supplies and commodities. In 2014, FMLH will make a payment to the County of \$79,310 for paging and coordination of emergency medical services. The payments of both parties would increase to \$80,000 annually each year for the remainder of the contract term. The total contract amount being paid out by each agency over five years would be \$399,310.

C. There is no tax levy impact associated with approval of this request as sufficient funds are included as part of EMS' 2014 Adopted Budget. EMS will continue to include these funds in subsequent budget years for the remainder of the contract term.

D. No further assumptions are made.

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.

Department/Prepared By Thomas F. Lewandowski, Fiscal & Management Analyst

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDPB Staff Review? Yes No Not Required