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WISCONSIN DEPARTMENT OF CHILDREN AND FAMILIES

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

Governor Scott Walker
Secretary Eloise Anderson

# CONTRACT

by and between
**Wisconsin Department of Children and Families**
and
**Milwaukee County Behavioral Health Division**

Contract No:
CFD0422

Commodity or Service Description:
BMCW Wraparound Services

Contract Period:
07/01/2014 – 06/30/2015

DCF Program Administration:
James Kania – (414) 343-5718
James.Kania@wisconsin.gov

Contract Billing and Payment Terms
Monthly payments from submitted invoices via eWiSACWIS

Contractor Information:

Contractor / Provider Name: Milwaukee County Behavioral Health Division

Contractor / Provider Authorized Representative: Bruce Kamradt

Contractor / Provider Authorized Email: Bruce.kamradt@milwcnty.com

Contractor / Provider Address: 9201 Watertown Plank Road

Contractor / Provider City, State, Zip: Milwaukee, WI 53226

Contractor / Provider Phone / Fax: (414) 257-7639 / (414) 257-7575

Contractor / Provider Administrator:

Contractor / Provider Email:

Contractor / Provider FEIN#: 39-6005720

**Funding Information for Contracts managed thru Purchase Plus:**

| **Contractor: Milwaukee County Behavioral Health Division** | **Contract # CFD00422** |
|---|---|
| **Commodity or Service Description** | **Contract Rate** |
| Wraparound Services billed at the following rate: | $114.10/day/child |

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

The Department and the Contractor acknowledge that they have read the Contract and the attached exhibits, addenda and requirements, understand them and agree to be bound by their terms and conditions. Further, the Department and the Contractor agree that the Contract and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract. DCF reserves the right to reject or cancel agreements based on documents that have been altered.

This Agreement 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**

DocuSigned by:
Bruce Kamradt
537CC27B55E6434...

5/14/2014 | 10:04 AM PT

Agency Authorized Representative Bruce Kamradt — Date

Title Program Administrator, Milwaukee County Behavioral Health Division--Childrens Mental Health

DocuSigned by:
Fredi-Ellen Bove
872E0A7E5ADD4DA...

5/6/2014 | 08:29 AM CT

Division Administrator Fredi-Ellen Bove — Date

Department of Children and Families

DocuSigned by:
Ron Hunt
B5DD8CA8E77346E...

5/6/2014 | 13:31 PM CT

Deputy Secretary Ron Hunt — Date

Department of Children and Families

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# CONTRACT AGREEMENT

## I. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract," shall be between the Wisconsin Department of Children and Families, hereinafter referred to as DCF, and the Contractor listed on the signature pages, hereinafter referred to as "Contractor" and/or "Provider" for the procurement of commodity or services listed, according to the terms set forth in this Contract. The Contractor shall not have exclusive rights to provide all supplies or services covered under this Contract during the term of the Contract or any extension of the Contract.

## II. TERM OF CONTRACT

The Contract term is July 1, 2014 to June 30, 2015.

## III. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

DCF's Request for Proposal, the proposal response, written communications and this Contract constitute the entire agreement between the parties. The order of precedence is as follows:

A. Laws, regulations and policies of the State and Federal government
B. This Contract, including all exhibits, attachments, appendices and addenda to the Contract

Any conflict in terms shall be governed by the highest listed document.

Contractor agrees to renegotiate this Contract or any part thereof in such circumstances as:

- Significant reduction in the monies available affecting the substance of this Contract; or
- Changes required by court action, or by changes to Federal law, State law, or regulations that substantially change the type of services delivered under this Contract or;
- Implementation of any new program or policy initiative that is not specifically mandated by Federal or State laws, rules or regulations.

Failure to agree to a renegotiated Contract under these circumstances is cause for DCF to terminate this Contract.

Revision of this agreement may be made by mutual agreement. The revision will be effective when an addendum or amendment to this agreement is signed by the authorized representatives of both parties. In circumstances in which increased caseload or Contract amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by DCF.

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced with a valid provision that comes closest in intent to the invalid provision.

## IV. SUBCONTRACTS

### A. Prior Written Approval

The Contractor may Subcontract part of this Agreement only with the prior written approval of DCF. In addition, DCF approval may be required regarding the award process, the terms and conditions of the Subcontracts and the Subcontractors selected. Approval of the Subcontractors will be withheld if DCF reasonably believes that the intended Subcontractor will not be a responsible provider in terms of services provided and costs billed.

### B. Contractor Responsibility

The Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any subsequent agreement with a Subcontractor and will be subject to enforcement of the terms and conditions of this Contract.

### C. Minority Business Subcontractors

The Wisconsin Department of Children and Families is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

Contractor is strongly urged to use due diligence to further this policy by setting up Subcontracts to State-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this Contract (second-tier suppliers), with a goal of awarding 5% of the Contract cost to such enterprises. An MBE means a business certified, or certifiable, by the Wisconsin Department of Administration under Statute 16.75(3m)(b)(1).

Quarterly reports, as agreed, are requested to be submitted to the Department of Children and Families, Procurement Unit, itemizing the deliveries and cost of items or services provided by certified firms. Reports should state the costs for the previous Contract quarter. The Department reserves the right to verify with listed firms their involvement as Subcontractors or second-tier suppliers.

## V. SCOPE OF SERVICES

The Contractor will provide Wraparound Services in accordance with this Contract. Specific program requirements are included as **Exhibit 1 Scope of Services**.

### A. Provision of Services

The Contractor shall provide the services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to DCF's satisfaction; DCF's decision in that regard shall be final and conclusive. DCF may inspect, observe and examine the performance of the services performed on DCF's premises at any time. DCF may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If DCF notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason other than as a result of DCF's default or negligence, the Contractor shall at its own expense reschedule and perform the work correctly within such reasonable time as DCF specifies. This remedy shall be in addition to any other remedies available to DCF by law or in equity.

**B. Contractor Personnel**

DCF reserves the right to refuse to admit to DCF's premises any person employed or contracted by the Contractor whose admission in the opinion of DCF would be undesirable.

If requested by DCF, the Contractor shall provide a list of the names and addresses of all Contractor's employees, contracted Personnel, or Subcontractor's employees who may at any time require admission to DCF's premises in connection with the performance of the services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as DCF may require.

**C. Background or Criminal History Investigation**

Prior to the commencement of any services under this Contract, DCF may request a background or criminal history investigation of any of the Contractor's employees, contracted personnel, and Subcontractor's employees, who will be providing services to DCF under the Contract. If any of the stated personnel providing services to DCF under this Contract is not acceptable to DCF in its sole opinion as a result of the background or criminal history investigation, DCF may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service Agreement.

**D. Performance**

Work under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel, and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its contracted personnel or its Subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or DCF work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

## VI. BILLING AND PAYMENT TERMS

Awarded Contract will follow the costs outlined in **Exhibit 2 Program Budget**. Payments will be made from properly submitted monthly invoices for rendered services. Contractor will receive a copy of the Purchase Order against this Contract; the Purchase Order number must be included on all invoices. Monthly invoices shall be submitted to, and must be approved by DCF staff.

**A. Allowable Costs**

The Department will make payments for costs that are consistent with the DCF Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and

Budget website for links to Code of Federal Regulations (CFR) sections:
http://www.whitehouse.gov/omb/circulars_default

**B. Travel Expense Policy**

All approved travel expenses shall be reimbursed at the established State of Wisconsin rates as determined by the Office of State Employee Relations (OSER).

The current travel reimbursement rates are located on OSER's web site at:
http://oser.State.wi.us/docview.asp?docid=7333

The Contractor shall not pay, nor will DCF reimburse, for an hourly labor rate for travel time that is in excess of the normal hourly wage.

**C. Reserves**

1. The Contractor may retain a reserve or profit of funds, consistent with §46.036 Wis. Stats that will occur with the reconciliation at the end of the Contract period. Calculation of the annual reserve amounts and the portion of reserves that a Contractor may retain in a year will be based on DCF Allowable Cost Policy Manual. Any earnings will become part of the reserve for programs under this Contract.

2. The Contractor will be allowed discretion in its use of the reserve and the period in which it may be used based upon BMCW's determination of the Contractor's success, or reasonable progress, in meeting performance standards regarding permanence, safety and child well-being. During the Contract period BMCW will further detail the manner in which the Contractor may use its reserve under this provision.

**D. Excess / Overpayments**

The Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within thirty (30) days of notification by DCF. Allowable costs are defined by 2 CFR Part 225 (formerly OMB Circular A-87) and part 230 (formerly OMB Circular A-122), the attachment(s) to this agreement, and/or the program policy manual. If the Contractor fails to return funds paid in excess of the allowable costs of the services provided, DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means including but not limited to invoking the Liquidated Damages provision of this Contract.

**E. Withholding, Deduction/Reduction, and Recovery of Funds**

The Department shall have the right to withhold, deduct, reduce, and/or recover payments due under the terms of the Contract if the Contractor fails to provide services consistent with this Contract; if the Contractor fails to meet performance standards; or if the Department reasonably determines it to be necessary to protect the Department against potential losses or liabilities, including potential Federal disallowances or sanctions. The Department may recover payments pursuant to State or Federal audits.

**1. Withholding**

The payments to be withheld will be in an amount the Department determines necessary to cause the Contractor to correct its failures, or to protect the Department against potential losses or liabilities, and such amount will be withheld until the failure to provide the services or meet the Contract provision is cured or until the potential loss or liability ceases. The

Department will withhold funds pursuant to this subsection only after the Department has given notice to withhold funds.

**2. Deduction/Reduction of Funds**

The Department makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Therefore, the Department shall have the right to deduct the amounts being withheld from its financial obligations to the Contractor if, at the end of the Contract term, the Contractor has not yet cured its failures or caused the potential losses or liabilities to cease. In addition, the Department shall have the right to deduct amounts equal to an amount imposed against the Department as a Federal disallowance or sanction that is attributable to the Contractor's performance or failure to perform.

The Department shall have the right to deduct any amounts due the Department from the Contractor from money otherwise payable to the Contractor for any other reason specifically provided under this Contract.

DCF reserves the right, upon careful examination, to reduce the total amount of the Contract award due to significant under-spending by the Contractor. All such Contract award reductions will be executed by a unilateral amendment issued by the Department and will become effective upon thirty (30) days written notice to the Contractor. Such reduction in funding shall not relieve the Contractor of any programmatic requirements or contractual responsibilities.

**3. Recovery of Funds**

The Department reserves the right to recover funds that are owed by either:

- **a.** Requesting immediate repayment from the Contractor, or
- **b.** Reducing future payments to the Contractor by an amount equal to what is owed. The Department may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

**4. Payment Adjustments**

The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this section.

## II. CONTRACTOR LIABILITIES

**A. Past Due Liabilities**

The Contractor shall notify DCF in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractor, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

**B. Past Due Payments**

The Contractor shall notify DCF, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars ($500), or when total past due liabilities to any one or more vendors exceed one thousand dollars ($1000), related to the operation of this Contract for which DCF has reimbursed or will reimburse the Contractor. The written notice shall

include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractor to resolve the dispute.

**C. Bonds**

DCF may require written assurance at the time of entering into this Contract that the Contractor has in force and will maintain for the course of this Contract employee dishonesty bonding in a reasonable amount to be determined by DCF.

**D. Liquidated Damages**

The State declares, and the Contractor acknowledges, that the State may suffer damages due to the Contractor's delay or failure to perform in accordance with the terms and conditions of the Contract or other similar directive. Since it is impractical and difficult to accurately fix actual damages sustained in the event of any such delay or failure, the State may assess the Contractor, after notice to the Contractor of the appropriate amount, beginning on the first business day after the scheduled due date of any work to be performed or provided by the Contractor set forth in a Contract or similar directive, daily liquidated damages for each day the delay or failure continues until such time as the work is provided to the State and either passes acceptance, or is rejected by the State. Said liquidated damages shall be a prorated percentage of the total Contract amount to be determined by the State prior to assessment.

The State shall notify the Contractor in writing of the assessment of liquidated damages. The Contractor shall not be liable for liquidated damages when delays or failures arise from causes solely the responsibility of the State. At the State's option, the State may deduct liquidated damages set forth below from any monies due and payable to the Contractor. Any damages outstanding over and above the amounts deducted from invoices shall be promptly tendered by Contractor to the State.

## VIII. PRIVACY AND CONFIDENTIAL INFORMATION

**A. Records**

All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy, and shall be the sole property of the State of Wisconsin.

Contractor and its Subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any other confidential records the Contractor accesses to provide the services under this Contract.

**B. Confidentiality**

Except as otherwise authorized by law, the Contractor may not disclose confidential information for any purpose other than purposes associated with the administration of services under this Contract.

"*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DCF or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information;

2. Individually Identifiable Health Information;

3. Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or

4. Information designated as confidential in writing by DCF.

*"Individually Identifiable Health Information"* means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

*"Personally Identifiable Information"* means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

1. The individual's Social Security Number;

2. The individual's driver's license number or State identification number;

3. The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account;

4. The individual's DNA profile; or

5. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

*"Indemnification"* means in the event of a breach of this Section by the Contractor, the Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

*"Equitable Relief"* means the Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

Confidential Information does not include information which is required to be disclosed by operation of law.

## VIX. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

### A. Records

Under §19.36 (3) Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request.

The Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The Contractor shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Services. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon DCF's request, at the expiration of the Contract, the Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

The Contractor shall make all records and any written and/or electronic case information available to the Department or its authorized agents upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

### B. Equipment and Property

The Contractor may purchase and install IT equipment in accordance with the Department's policies and procedures. The Contractor shall be responsible for inventory, maintenance, replacement, and security of all purchased equipment.

The Department shall have all ownership rights in any hardware supplied by DCF and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

The Contractor is responsible for keeping all DCF property secure from theft, damage or other loss. The Contractor shall preserve the safety, security and integrity of DCF property, data, and equipment in accordance with DCF policy and procedures.

The Contractor shall keep all State owned automation equipment in a secure place and shall be responsible for damages or losses when such damage or loss is caused by the negligence or willful misconduct of the Contractor, Contractor's staff, or Subcontractor. The Contractor shall reimburse DCF accordingly upon demand. This remedy shall be in addition to any other remedies available to DCF by law or equity.

Contractor shall surrender to DCF all DCF property upon the termination of this Contract.

### C. Proprietary Information

Data contained in the proposal, all documentation provided therein, and materials and innovations developed as a result of this Contract award cannot be copyrighted or patented without written

authorization from DCF. All data, documentation, and innovation become the property of the State of Wisconsin and DCF. The successful applicant agrees that DCF shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use any materials and innovations developed as a result of this Contract award. Any copyright material authorized by DCF or distribution of materials developed through this Contract award will acknowledge use of DCF funds.

All right, title and interest in any items and materials originated or prepared specifically and exclusively for DCF under the resulting Contract from the time of payment belong to DCF unless DCF has previously agreed in writing to accept less than the ownership rights described here.

All informational materials related to this Contract will be branded using DCF approved materials including flyers, Power Point templates and other materials as designated by the Department. Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, DCF or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of DCF.

**D. Information Technology**

The Department and the Contractor will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract. The Contractor will provide for information technology security in accordance with the Department's policies and procedures.

**E. Access to State Automated Systems by Subcontractors or Others**

Contract provisions that apply to Contractor staff also apply to Subcontractor and other staff authorized by the Contractor to carry out Contract responsibilities. In the event that Subcontractor or other individuals request access to the State's automated systems, the Contractor Security Officer will ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.

Prior to requesting access for Subcontractor or other authorized staff, the Contractor will prepare and submit to the Department properly executed data sharing agreements or other appropriate confidentiality agreements as defined by the Department. The agreements will address compliance with relevant State and Federal confidentiality regulations, and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.

## X. ACCOUNTING REQUIREMENTS

**A. Accounting Records**

The Contractor shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP), in a manner which will enable State or Federal government or other staff to audit and examine any books, documents, papers and records maintained in support of the Contract and as more specifically provided below. All documents shall be made available to the Department at its written request, and shall be identifiable as pertaining to this Contract.

**B. Accounting System**

The Contractor shall maintain a financial management information system in accordance with the Generally Accepted Accounting Principles contained in the Department's Financial Management Manual.

**C. System Requirements**

The Contractor's accounting system shall allow for accounting for individual programs, permit timely preparation of expenditure reports and support expenditure reports submitted to the Department.

**D. Reconciling Reports**

The Contractor shall reconcile costs reported to the Department to expenses recorded in the Contractor's accounting system on an ongoing and periodic basis. The Contractor agrees that reconciliation will be completed at least quarterly and will be documented and supplied to the Department upon request. The Contractor shall retain the reconciliation documentation in accordance with record retention requirements.

**E. Accounting Period**

The Contractor's accounting records shall be maintained on an annual basis. Approval will be given only if the Contractor submits proof of Internal Revenue Service approval for changing the accounting period and if the Contractor agrees to submit a close-out audit for the shortened accounting period, within ninety (90) days after the first day of the new accounting period. For purposes of determining audit requirements, expenses and revenues incurred during the shortened accounting period shall be annualized.

**F. Cost Allocation Plan**

The Contractor shall submit a copy of their cost allocation plan to the Department within thirty (30) days of signing the Contract. The plan must be reasonable, documented in writing in a Contractor-wide cost allocation plan and a Contractor-wide indirect cost allocation plan. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

**G. Cost Sharing Allocation Plan**

All property, equipment, software, or services used by multiple programs or for multiple purposes is subject to cost allocation procedures. The Contractor will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software, or other services, including staffing services, are used for any purpose other than child support program administration.

## XI. AUDITING REQUIREMENTS

**A. Requirement to Have an Audit**

Unless waived by DCF, the Contractor shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34(4)(c), Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract. In addition, the Contractor is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and Supplements.
- The *State Single Audit Guidelines (SSAG),* including the yearly Appendix, which are applicable to Local Governments having A-133 audits; and/or
- The *Provider Agency Audit Guide (PAAG*). All Contractors which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

**B. Source of funding**

DCF shall provide funding information needed for audit purposes including the name of the program, the Federal agency where the program originated, the CFDA number, and the percentages of Federal, State, and local funds constituting this Contract.

**C. Single Audit Reporting package**

The Contractor shall submit to DCF a reporting package which includes the following:

1. All financial statements and other audit schedules and reports required for the type of audit applicable to the Contractor.
2. A summary schedule of prior year findings and the status of addressing these findings.
3. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
4. Management responses/corrective action plan for each audit issue identified in the audit.

**D. Submitting the Reporting Package**

The Contractor shall submit the required reporting package to DCF either: (1) within nine (9) months of the end of the Contractor's fiscal year if the Contractor is a Local Government; or (2) within one hundred and eighty (180) days of the end of the Contractor's fiscal year for non-governmental Contractor agencies. DCF requests electronic submission of the reporting package. Electronic Reporting Packages should be sent to:
DCFAuditors@wisconsin.gov

**E. Access to auditor's work papers**

When contracting with an audit firm, the Contractor shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

**F. Access to Contractor records**

The Contractor shall permit appropriate representatives of DCF to have access to the Contractor's records and financial statements as necessary to review Contractor's compliance with the Federal and State requirements for the use of the funding.

**G. Failure to comply with the requirements of this section**

In the event that the Contractor fails to have an appropriate audit performed or fails to provide a complete audit Reporting Package to DCF within the specified timeframes, the Department may apply one or more sanctions including (but not limited to):

1. Disallow the cost of audits that do not meet these standards; and/or,

2. Conduct an audit or arrange for an independent audit of the Contractor and charge the cost of completing the audit to the Contractor; and/or,

3. Charge the Contractor for all loss of Federal or State aid or for penalties assessed to DCF because the Contractor did not submit a complete audit report within the required time frame; and/or,

**H. Close-out Audits**

1. A contract specific audit of an accounting period of less than twelve (12) months is required when a contract is terminated for cause, when the Contractor ceases operations or when the Contractor changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by DCF upon written request from the Contractor, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

2. The Contractor shall ensure that its auditor contacts DCF prior to beginning the audit. DCF, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractor and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DCF, is the responsibility of the Contractor.

3. DCF may require a close-out audit that meets the audit requirements specified in Section XI above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

## XII. STATE AND FEDERAL RULES AND REGULATIONS

**A. Applicable Laws**

This Contract shall be governed by the laws of the State of Wisconsin. The Contractor shall comply with all Federal and State laws, rules and regulations and with Policies and Procedures relating to the provision of services under this Contract.

**B. Debarment Certification**

In conformance with Federal law, the authorized Contractor representative must review, sign, and return the Certificate Regarding Debarment and Suspension form.

**C. Lobbying Certification**

In conformance with Federal law, the authorized Contractor representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form or the Disclosure of Lobbying Activities.

**D. Civil Rights Compliance (CRC) Requirements**

All Primary Recipients receiving a Grant Award, contract or agreement from the Department of Children and Families (DCF) must complete and submit a new CRC LOA by January 3, 2014 or within 15 working days from the date the grant, contract or agreement was signed, if the agreement is signed after January 1, 2014.

All providers (new to DCF and those renewing contracts) must submit an LOA to DCF Civil Rights Unit to be compliant for the CRC period of January 1, 2014 – December 31, 2017.

The Agency agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instruction and Templates necessary to complete both your CRC LOA and CRC Plan to meet civil rights requirement is located at: http://dhs.wisconsin.gov/civilrights/CRC/Requirements.htm

Additional resources and training information are available at:
http://dcf.wisconsin.gov/civil_rights/default.htm

**E. Non-Discrimination/Affirmative Action Requirements**

The terms of your State Contract require that your company submit an Affirmative Action Plan within **fifteen (15)** working days of returning the signed Contract. Exceptions exist, and are noted in the Instructions for Vendors. An electronic version of the Instructions for Vendors and all forms required are available at: http://vendornet.State.wi.us/vendornet/Contract/contcom.asp . If you require a printed copy of this information, please call (608) 266-3804 to have one mailed to you.

## XIII. MONITORING AND COMPLIANCE REVIEWS

**A. Monitoring**

The Department will monitor the Contractor's general compliance and adherence to the terms of the Contract and the Scope of Service provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by the Department.

The Department reserves the right to monitor all aspects of the Contract, including (but not limited to):

- Adherence to the terms and conditions of the Contract,
- Adherence to State and Federal laws governing the Contract,
- Achievement of program performance standards,
- Adherence to fiscal reporting and cost allocation requirements, and
- Customer satisfaction and quality of services provided.

The Department may also monitor customer complaints regarding the operation of the program by the Contractor. The Contractor shall provide the Department with access to all customer records upon request, including the results of Contractor administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) days advance notice to the Contractor, or at an earlier date upon mutual agreement. On-site visits based on emergent issues may be conducted by the Department as needed, without advanced notice from the Department.

As a result of monitoring, the Department may make recommendations concerning compliance with program requirements, achievement of program performance standards or the administrative efficiency of the program and the Department may require that the Contractor take corrective action to remedy any identified deficiencies.

The Department reserves the right to inspect or investigate any and all Contractor and Subcontractor records, procedures, and operations at any time during and after the close of the Contract period.

**B. Financial and Program Compliance Reviews**

The Department may, at its discretion, schedule a more extensive Financial and/or Program Compliance Review. In the event that the Department conducts a compliance review, it may include the examination of records maintained by the Contractor. The review shall be conducted in accordance with the Department procedures. This review will not supplant the requirement to conduct a single audit of the Contractor.

1. **Cooperation with Compliance Review**
   The Contractor will cooperate with the compliance review by making available Contractor staff, internal documents, and program records. The Contractor will provide the Department with all requested information immediately, or within not more than five (5) working days of the Department's request.

2. **Compliance Review Report**
   Upon completion of the compliance review, the Department shall provide the Contractor with a resultant management letter and report which identifies any issues of non-compliance and recommendations for program improvement. The review report will be issued by the Department within thirty (30) calendar days of all information needed from the Contractor being received by the Department. The review report will identify any actions necessary by the Contractor to achieve compliance with requirements and program performance standards, including itemizing any disallowances as appropriate. The Department will make available to the Contractor any additional supporting documentation upon request.

3. **Contractor Response**
   The Contractor shall respond to the review report within thirty (30) days, or other date upon mutual agreement, to specify actions that will be taken by the Contractor to address findings and recommendations in the review report. The Department may require that review findings and recommendations be addressed through corrective action, up to and including termination of the Contract for cause.

4. **Technical Assistance**
   The Contractor may identify technical assistance needs to address the actions specified in the review report. The Department may assist the Contractor in making arrangements for technical assistance, if such assistance is warranted.

5. **Dispute Resolution**
   If the Contractor does not agree with the Department's findings or proposed remedies, the Contractor may use the Dispute Resolution procedures under this Contract.

**C. Corrective Action**

The Department will notify the Contractor of items that require corrective action and the need for the Contractor to develop and submit a Corrective Action Plan. The Contractor response must be submitted within ten (10) days of the date of the notice under this section, unless the Department approves an extension. The Department must approve the Contractor's plan for corrective action. Failure by the Contractor to fully implement the approved Corrective Action Plan may result in a payment reduction to be determined by the Department. Failure to comply with any part of this Contract may be cause for revision or termination of the Contract.

**D. Notice to DCF**

The Contractor shall immediately notify the Department if the Contractor is substantially unable to provide the services specified under this Contract. Upon such notification, the Department shall determine whether such inability will require revision or termination of the Contract for cause.

## XIV. DISPUTE RESOLUTION

If any dispute arises between DCF and Contractor under this Contract, including DCF's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

**A.** DCF's and Contractor's Contract Administrators will attempt to resolve the dispute.

**B.** If the dispute cannot be resolved by the Contract Administrators, Contractor may ask for review by the Administrator of the Division in which DCF's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.

**C.** If the dispute is still not resolved, Contractor may request a final review by the Secretary of the Department.

## XV. CANCELLATION AND TERMINATION

**A. Termination for Cause**

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

**B. Termination for Convenience**

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual service hours provided. The State shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

**C. Contract Cancellation**

The State reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:

- Breaches or defaults an obligation under the Contract as follows:
  - Fails to perform any material obligation required under the Contract
  - Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
  - Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice.
  - Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required here in;
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a Federally debarred Contractor;
- Is excluded from Federal procurement and non-procurement Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- Contractor performance threatens the health or safety of a State employee or State customer.

## XVI. TRANSITION UPON TERMINATION OR EXPIRATION OF CONTRACT

**A. Transition Plan**

Within fifteen (15) business days of a Termination for Cause notice, the Contractor shall develop a plan for the complete transition of the Contractor's responsibilities to the Department or to a successor Contractor. The plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information including paper and electronic files held by the Contractor or its Subcontractor. The Transition Plan is subject to approval by the Department.

**B. Transition Responsibilities**

The parties acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a transition from the Contractor to the Department or to a successor Contractor, if any, at the expiration or termination of this Contract. Accordingly, the Contractor will cooperate fully in providing for an orderly and controlled transition to the Department or to a successor Contractor and will minimize any disruption in the services to be performed under this Contract.

**B. Continuation**

Notwithstanding any other provision in this Contract, the Contractor shall continue providing Contract services until the Department determines that the Department or a successor Contractor is prepared to fully assume the Contractor's duties and obligations under this Contract. All the terms and conditions of the Contract will apply during this period except that, subject to the Contract's maximum reimbursement, the Contractor will be reimbursed 100% of the Costs reported on each monthly expenditure report for the period following the date at which the Contract was to expire or the date at which the Contract was to terminate after notice.

**C. Staff**

The Contractor shall maintain the staffing requirements in this Contract until the Department or a successor Contractor fully assumes the Contractor's responsibilities under this Contract. The Contractor shall not restrict its employees from becoming employees of the Department or of a successor Contractor, except to the extent necessary for the Contractor to fulfill its obligations during the transition period.

**D. Management**

The Department's Contract Administrator will oversee the transition by coordinating transition activities and approving the transition plan. The Contractor shall designate a person responsible for coordinating its transition responsibilities and will assign staff as the Department determines is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as the Department determines is necessary.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

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.

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## 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

DocuSigned by:
Bruce Kamradt
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5/14/2014 | 10:04 AM PT

(Signature of Official Authorized to Sign Application) (Date)

Bruce Kamradt

Program Administrator, Milwaukee County Behavioral H

(Print Name) (Title)

Bruce Kamradt

Director, Wraparound Milwaukee

(Agency / County Name) (Title of Program)

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## 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.

DocuSigned by:
Bruce Kamradt
537CC27B55E6434...

5/14/2014 | 10:04 AM PT

(Signature of Official Authorized to Sign Application) (Date)

Bruce Kamradt

(Print Name)

Program Administrator, Milwaukee County Behavioral H

(Title)

Bruce Kamradt

(Agency / County Name)

Director, Wraparound Milwaukee

(Title of Program)

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# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| a. Contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | a. bid/offer/application<br>b. initial award<br>c. post award | a. initial filing<br>b. material change<br>**For Material Change Only:**<br>year _____ quarter _____<br>date of last report _____ |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, *if known:*<br>Congressional District, *if known*: _____ | _____<br>Congressional District, *if known*: _____ |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br>_____<br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known*: | **9. Award Amount,** *if known*:<br>$ _____ |

**11. Amount of Payment** (check all that apply):

$ _____ ☐ actual ☐ planned

**12. Form of Payment** (check all that apply):

☐ a. cash

☐ b. in-kind; specify: nature _____

value _____

**13. Type of Payment** (check all that apply):

☐ a. retainer

☐ b. one-time fee

☐ c. commission

☐ d. contingent fee

☐ e. deferred

☐ f. other; specify: _____

**14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:**

**15. Continuation Sheet(s) SF-LLL-A attached:** ☐ Yes ☐ No

**16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi--annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

_____

**Signature:**

_____

**Print Name:**

_____

**Title:**

_____ _____

**Tele. No:** **Date:**

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## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

**Reporting Entity:** _____ **Page** _____ **of** _____

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to Subcontracts, subgrants ad Contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the Contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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# MINORITY BUSINESS PARTICIPATION REPORT

Wisconsin Department of Children and Families
s.16.75(3m) Wis. Stats.

Return via FAX to:
OR
Return via e-mail to:

| Report Date | Contract / Purchase Order # | Time Period Covered by Report |
|---|---|---|
| | | ☐ Monthly: through<br>☐ Quarterly: ☐ #1 ☐ #2 ☐ #3 ☐ #4 |

| Project Name / Contract Title | |
|---|---|
| Prime Vendor / County Name | Federal Employer Identification Number – FEIN |

| Minority Vendor<br>Vendor / County Name, Address and Telephone Number | Product / Service<br>Purchased | Subcontract<br>$ Amount | Second Tier<br>$ Amount |
|---|---|---|---|
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If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation. If you have questions, please call DCF Procurement Staff, 608-266-5309 or 608-266-1539.

I certify that the information contained on this report is true and correct.
I also certify that I am an authorized representative of the above-identified Prime Vendor / County.

(Prime Vendor/County Authorized Representative Name)

(Title)

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**STANDARD TERMS & CONDITIONS, DOA-3054 (R10/2005)**

**1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

**2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

**3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

**4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The State reserves the right to increase or decrease quantities to meet actual needs.

**5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

**6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

**6.1** Unit prices shown on the bid/proposal or Contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or Contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and Contract administration.

**6.2** Prices established in continuing agreements and term Contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and Contracts or agreements.

**6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

**7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

**8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting procurement office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the procurement office.

**9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

**10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the Contractor by an authorized agency. No other purchase orders are authorized.

**11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

**12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all Federal tax and Wisconsin State and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other States' taxes on its purchases in that State depending on the laws of that State. Contractors performing construction activities are required to pay State use tax on the cost of materials.

**13.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

**14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any Contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written Contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**15.0 APPLICABLE LAW AND COMPLIANCE:** This Contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Contract with any Federally debarred Contractor or a Contractor that is presently identified on the list of parties excluded from Federal procurement and non-procurement Contracts.

**16.0 ANTITRUST ASSIGNMENT:** The Contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

**17.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this Contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

**18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

**19.0 NONDISCRIMINATION/AFFIRMATIVE ACTION:** In connection with the performance of work under this Contract, the Contractor 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), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., 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 Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**19.1** Contracts estimated to be over twenty-five thousand dollars ($25,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the Contract is awarded, the Contractor must submit the plan to the contracting State agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting State agency.

**19.2** The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting State agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**19.3** Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

**20.0 PATENT INFRINGEMENT:** The Contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable Federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

**23.0 INSURANCE RESPONSIBILITY:** The Contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The State reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any Contract in whole or in part without penalty due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this Contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the State to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the Contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a State public official (s. 19.42, Wis. Stats.), a member of a State public official's immediate family, or any organization in which a State public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this Contract is voidable by the State unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its Departments, agencies or other subunits, or any State official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The Contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its Contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

**34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES, DOA-3681 (R01/2001)**

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful Contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any Contract, a potential Contractor shall certify in writing to the procuring agency that no relationship exists between the potential Contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to a State Contract. The Department of Administration may waive this provision, in writing, if those activities of the potential Contractor will not be adverse to the interests of the State.

**3.2** Contractors shall agree as part of the Contract for services that during performance of the Contract, the Contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

**4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a Contractor full-time by a State of Wisconsin agency from being retained as a Contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

**5.0 EMPLOYMENT:** The Contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

**6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of State Contracts.

**7.0 RECORDKEEPING AND RECORD RETENTION:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with Federal, State and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any Contract resulting from this bid/proposal held by the Contractor. The Contractor will retain all documents applicable to the Contract for a period of not less than three (3) years after final payment is made.

**8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State. The Contractor agrees to take such steps as may be necessary to ensure that each Subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

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Contract Exhibit 1
**SCOPE OF SERVICES**

BMCW will purchase Wraparound services from the Contractor only for children under current Child in Need of Protective Services (CHIPS) orders or under a dual CHIPS and delinquent order or dual CHIPS and Juvenile in Need of Protective Services (JIPS) orders, whose enrollment in Wraparound has been authorized by the Ongoing Case Management agency and to the extent required, the Milwaukee County Children's Court. Services purchased by BMCW include care coordination, placements, and child and family services as further described and defined in this Scope of Services and referred to herein as "Services."

BMCW, through its Ongoing Case Management agencies, will refer to the Contractor only those children who are at imminent risk of placement outside of their current home/residence and are at risk of residential treatment if a higher level of mental health and supportive services are not provided.

**Enrollment Criteria**

1. The child must be classified as severely emotionally disturbed with a DSM diagnosis obtained from a psychological evaluation that has been done within the past year.

2. The child must have functional difficulties in more than one area of his/her life.

3. Other services must have been utilized prior to this point in an attempt to meet the child's needs.

4. The child must be at imminent risk of placement outside of their current home/residence and be at risk of residential treatment if a higher level of mental health and supportive services are not provided.

5. Wraparound must do a child assessment prior to enrollment to determine appropriateness.

6. Parents, guardian or primary caregiver of eligible children must live in Milwaukee County at the time of enrollment.

While it is desirable that the child have a home to return to, the absence of such a resource at the time of Central Staffing does not preclude acceptance for potential enrollment into Wraparound Milwaukee.

If a child/youth is assessed and found to be appropriate for Wraparound, there must be a dispositional court order for Wraparound/RCC. This does not mean that the child will be placed in an RCC if enrolled in Wraparound Milwaukee. Wraparound Milwaukee will attempt to maintain the child in the community (either in his own home, relative home, foster home or other current living situation); however, if based on the child's needs, a child is moved into an RCC, facilitate movement into a community residence as soon as safely possible in partnership with the legal parties, again with supports and services in place to meet the child's and family's needs.

**Enrollment Process**

1. Case managers working for Children's Service Society of Wisconsin, Integrated Family Services, Inc., and the Bureau of Milwaukee Child Welfare who seek to enroll children in the Wraparound Program will present the child and family case to the Central Staffing. The Central Staffing Committee will make a written recommendation as to whether enrollment in the Wraparound Program is appropriate for the child and family.

2. The Contractor will conduct an assessment to determine whether the child meets the Contractor's criteria for enrollment (as described on page 36). If the child does meet the criteria, the Contractor may enroll the child, and the case manager will seek dual order from the Children's Court for both Wraparound and for authority to place the child in a Residential Care Center. The Contractor may choose not to enroll a child. Contractor shall not enroll a child without the prior authorization of the ongoing case management agency and the Central Staffing Committee under the Agreement unless court-ordered to do so. Services will commence upon the imposition of a court order which orders Wraparound/RCC.

3. For cases in which the court has ordered Wraparound without the required written case management agency approval, the BMCW representatives must request a staffing for the case to be reviewed by BMCW's Central Staffing Commission.

4. If the Children's Court orders that Wraparound conduct an assessment to determine whether a child meets the Contractor's criteria for enrollment, BMCW will alert the Contractor and provide court documentation and case information to the Contractor to allow an assessment to occur. The case manager will request a staffing at which time the recommendation of the Wraparound assessor will be reviewed by the BMCW's Central Staffing Committee and a recommendation to

the court made.

5. The Contractor and its representatives will not make any recommendations of Wraparound enrollment under a CHIPS order to the Children's Court without concurrence of the case manager or other BMCW representative.

6. Timely Enrollment: Wraparound services will be added to the Court order as soon as possible after the completion of the child's assessment. When the Court issues an order that authorizes Wraparound services, enrollment will occur within a period of no more than three business days subsequent to the order of the court. Any exceptions to the window of enrollment need to be specifically approved by the Court and requested by BMCW. Contractual obligations for both the Contractor and BMCW commence immediately upon enrollment.

**Services for Children Enrolled in Wraparound**

1. The Contractor in coordination with the case manager will determine a Wraparound plan of care for the child and his/her family. The case manager will provide the case management services listed in the attached Role Definitions as approved by BMCW and the Wraparound Care Coordinators will provide the care coordination services listed in the Role Definitions.

2. The Contractor is financially responsible for the identified child's placement costs in a residential treatment center, group home or foster home (excluding Kinship Care payments for the child).

3. The Contractor is responsible for recommending and procuring placement resources for all children enrolled in Wraparound, both emergency and non-emergency, starting when the Court has ordered Wraparound services and subsequent to enrollment in Wraparound (see "Timely Enrollment").

4. The Contractor will implement the following procedure for children with a plan of stepping down from a higher level of care to a lower level of care. These placements are to be planned, non-emergency placements.

    a. The Wraparound team will meet to discuss the plan to step the child down to a lower level of care. If the team recommends the child be placed in a general foster home, the ongoing case manager consults their program manager. If the ongoing program manager approves the plan, s/he consults with the placement program manager. If both agree the plan is appropriate, the ongoing case manager will be notified and will make a placement request to the placement unit.

b. If the ongoing program manager and/or the placement program manager do not approve the plan to step the child down, the team will meet to make an alternative plan.

5. BMCW Children placed in Wraparound Professional Foster Care: The Contractor will notify the CEO of the assigned ongoing case management agency prior to the placement of a child in the Professional Foster Care program and wait for approval before moving the child to the identified foster home.

6. The Contractor is also responsible for community-based treatment services and other care services required by the child enrolled in the Wraparound Milwaukee Program. The Contractor shall provide treatment services needed by the child's immediate family that are essential to keeping the enrolled child in the home or supporting the return of the child to his/her home and in order to alleviate child welfare concerns for the child. Wraparound services would not be provided to siblings placed outside the home by the BMCW unless the sibling is referred and enrolled as a separately identified client according to the process outlined above.

7. At the time of enrollment in Wraparound, it is important that the current service Contractors, regardless of their contractual status with Wraparound, will continue to be utilized, unless or until such time that use of such Contractors is clinically contraindicated (per agreement by BMCW and Wraparound), or, irresolvable Contractor imposed barriers exist that impede provision of appropriate placement or clinical services. If there is a disagreement about what service Contractor will be used, Wraparound and the Ongoing Case Manager will meet to resolve the disagreement.

8. At the time of dis-enrollment from Wraparound, it is important that the current service Contractors, regardless of their contractual status with the BMCW, will continue to be utilized, unless or until such time that use of such Contractors is clinically contraindicated, or, irresolvable Contractor-imposed barriers exist that impede provision of appropriate placement or clinical services.

**Duration of Enrollment**

1. Initial enrollment in Wraparound will be for a maximum of one year.

2. BMCW may elect to review cases in which the case manager seeks to extend enrollment beyond one year. That review may be through a staffing process or other review method chosen by the BMCW. That review shall occur at least three months before the initial year enrollment expires if the case manager intends to continue enrollment. If continued enrollment is approved, this will be

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documented on a Central Staffing decision form which will be signed by the designated program manager. The Contractor will notify BMCW's Director or designee if the Contractor is aware of any case where the Contractor's representative is seeking to extend Wraparound services without having obtained the approval of the Ongoing Case Management agency.

3. BMCW will discontinue payment to the Contractor when the child turns 18 unless the child is under a valid court order that expires after his/her 18th birthday. BMCW will also discontinue payment to the CONTRACTOR on the day following a child's placement outside of Wisconsin.

**Case Manager, Care Coordinator, Placement Program Manager Roles**

In order to provide the best service delivery to families that are under case management of the BMCW and enrolled in WRAPAROUND Milwaukee, the Ongoing Case Management Agencies' case manager and the WRAPAROUND Milwaukee care coordinator will need to work cooperatively.

Both the Ongoing agencies' case managers and WRAPAROUND Milwaukee care coordinators must follow their respective organization's internal policies and procedures. The following delineation of the case managers' and WRAPAROUND Milwaukee care coordinators' roles is intended to help both parties understand the responsibilities of their counterparts and provide guidance on how to cooperatively implement case management and care coordination responsibilities.

The Placement Program Manager will consult with the ongoing program manager to discuss the placement plan when the Wraparound team recommends that a child be placed in a general foster home.

**Ongoing Case Manager Responsibilities on Cases Enrolled in WRAPAROUND Milwaukee**

- Family assessment and treatment plan
- Case evaluation
- Permanency plan
- Permanency plan reviews
- Court work and court hearings-case managers must always prepare court documents as defined in BMCW procedures and appear at all court hearings. Must obtain court docket sheet to verify Wraparound/CCI order.
- Safety assessments, and if necessary, revision of safety plan
- Referrals to the Adoption and Out-of-Home Care programs
    - Referrals for kinship care
    - Completion of all referrals to FAST

        - Entry and updating or all required information on the State Management Information System in a time frame prescribed by BMCW procedures
    - A thorough exchange of information between service providers and the family (i.e., schools, other educational institutions, hospitals, etc.). This is to be done in cooperation with the WRAPAROUND care coordinator.
    - Responsibility, in cooperation with the WRAPAROUND care coordinator, for ensuring that relevant information is shared with all service providers, especially at the following times:
        - Initial referral
        - All staffings
        - All family meetings
        - Prior to any evaluation meetings
    - Arrange and participate in a monthly case staffing with the WRAPAROUND care coordinator
    - Participation in the WRAPAROUND disenrollment planning
    - Reunification of child and family
    - Closure of the Ongoing Agency's cases on behalf of BMCW
    - Utilizing the conflict resolution protocol to resolve any disputes between the case manager and the WRAPAROUND care coordinator.
    - Case Managers should attend the Community Safety and High-Risk Review Group
    - Transition Planning Group as requested by Contractor to ensure continuity of care

**Wraparound Care Coordinator Responsibilities**

- Assemble a child and family team including the ongoing case manager.
- Coordinate meetings of the child and family team and the ongoing case manager to assist the family to identify needs and strengths to develop an individualized Plan of Care (POC).
- Provide or arrange for the provision of services to the child and family found in the POC utilizing both informal services from the family's network and community or formal services through agencies in the WRAPAROUND PROVIDER Network.
- Submit the completed POC to the case manager and to WRAPAROUND Milwaukee.
- Submit Service Authorization Request (SAR) to WRAPAROUND Milwaukee with a copy to the case manager.
- Review the POC with the case manager at least every 90 days (coincide with the BMCW case evaluation if possible).
- Provide or arrange for the provision of additional services or resources as needed; arrange child and family team meetings including the case manager, as changes in the plan are required.
- Provide immediate notification to the case manager when it is believed a

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change in placement is necessary. Make emergency changes of placement outside of regular working hours if the case manager and supervisor are unavailable and the safety of the child, family, or placement resource is threatened. Notify the case manager by noon of the next working day of the change, the reason for the change and the location of the new placement. (NOTE: The BMCW after-hours worker should only be contacted if a child needs to be detained who is not under the current jurisdiction of BMCW, i.e., sibling of a child under a CHIPS order).

- Arrange transportation for the family to appointments, respite/crisis services, etc. if needed.
- Submit all requests for out-of-home placements to the WRAPAROUND Milwaukee management team for authorization, following a discussion for the proposed placement with the case manager and the family. The WRAPAROUND care coordinator and the case manager should concur on a placement plan and attend all Utilization Review meetings to review out-of-home placements exceeding ninety (90) days.
- Keep the case manager informed of any changes in the family including any issues affecting child safety, family composition, cooperation with service providers, etc.
- Participate in all WRAPAROUND Milwaukee case coordinator meetings, training, etc.
- Participate in WRAPAROUND Milwaukee Quality Assurance and Quality Improvement studies
- Ensure a thorough exchange of information between service providers and the family (i.e., schools, other educational institutions, hospitals, etc.).
- Advocate for new resources when the child and family team (including the case manager) determine they are needed.
- Coordinate with the case manager and the BMCW Out-of-Home Care program staff the licensing of homes identified as potential foster homes for children in their caseload.
- Participate in monthly staffing with the case manager.
- Assist the case manager as needed with court work. Testify in court as needed in coordination with the case manager on issues relating to the service plan.
- Utilize the conflict resolution protocol to resolve any disputes between the case manager and the WRAPAROUND care coordinator.

**Evaluation**

The Contractor will cooperate with any assessments and evaluations performed by the BMCW program Evaluation Managers. The Contractor will provide quarterly and annual statistical reports that include information on the number of enrollments, dis-enrollments, length of enrollment and other requested care statistics.

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Contract Exhibit 2
**Billing and Payment**

**BILLING AND PAYMENT TERMS**

1. BMCW will reimburse the Contractor for all children properly enrolled in Wraparound under CHIPS order. The reimbursement rate is $114.10 per day per child for as long as the child is enrolled in Wraparound.

2. The Contractor will notify the BMCW Ongoing Case Manager if a child is Absent Without Leave (AWOL) from his/her home or other institutional placement or is in a temporary placement in a detention center or inpatient psychiatric facility. Wraparound should disenroll any child that has been AWOL or after placement in a secure detention center or psychiatric hospital that exceeds 30 consecutive days .

3. For children under either concurrent CHIPS and delinquency orders, or concurrent CHIPS and Juvenile in Need of Protective Services (JIPS) orders, BMCW will assume one-half the payment responsibility unless BMCW determines that special consideration of the child's placement status requires a separate review of payment responsibility. These exceptions will be reviewed on a case-by-case basis.

4. Wraparound Milwaukee shall do a just cause disenrollment for any child that has been enrolled in Wraparound Milwaukee for at least one year, been in an institution(residential treatment) for a minimum of 10 consecutive months, and been recommended for continued extended residential treatment(RCCY) by institutional psychiatric staff

5. The Contractor will notify the BMCW'S Director or designee if the Contractor is aware of any change in a child's court order status, for example, if a child under a CHIPS order is placed under a delinquency order or vice versa. This information shall be contained in the enrollment report.

6. The Contractor will enrollment report to BMCW for services provided by the 5th business day of the month following service provision. The report will be sent to BMCW's designated fiscal officer. This report shall contain the following information:

    - Child's name

- Child's date of birth
- eWISACWIS Number
- Date of enrollment
- Type of order
- The expiration date of the CHIPS order
- Portion of the cost for which BMCW is responsible
- The child's current placement
- Disenrollment date (if applicable)

7. BMCW contracted Ongoing agencies will review and authorize payment by the 10th day of the month (or the first working day after the 10th if that date falls on a weekend or holiday) following service provision. See Exhibit 2 for billing/payment procedures.

8. The Contractor will contact BMCW's contract administrator for resolution of billing disputes that cannot be resolved through the above process.

9. The BMCW will make payments using the system designated by the Bureau of Milwaukee Child Welfare. The Contractor will submit the enrollment list to BMCW within 60 days of service provision. All approval of payments to the Contractor must be made by BMCW within 90 days of the date of the service provision. Any enrollment report submitted after 90 days of the service provision date will not be paid unless approved by both the Ongoing Case Management Agency and the Bureau of Milwaukee Child Welfare. BMCW will make all payments to Contractor within 60 days from the date approved by BMCW.

10. All fiscal year 2015 billings must be completed within 60 days of the close of the fiscal year.

**Cooperation in Claiming Federal Funds**

The Contractor will furnish BMCW with any documentation necessary to make a claim for Federal Title IV-E match on placement costs.

1. Contractor will notify the Ongoing Case Manager of any placement made within one business day.

2. The Contractor will furnish BMCW with a monthly report on all enrolled youth placed in out- of-home care and the corresponding costs for those placements.

3. The Contractor will furnish BMCW with a monthly list of youth in foster homes. This list will be by and shall include child name, WISACWIS case number, month of service, foster parent name, number of days authorized and paid, and total amount paid.

**WRAPAROUND MILWAUKEE BILLING PROCESS**

**Preparation of Bills**

1. Templates for each of the have been developed, which include all the required data per the Ongoing Agencies and the State, and which have been approved by the State.

2. On the 25th of each month, Wraparound staff will begin preparing the Enrollment List. Each template is checked for the following:

   - New enrollments. Billing for these cases begins on the date of enrollment.
   - Court orders or docket sheets will be mailed to the ongoing agencies for these cases.
   - Disenrollments are entered. Clients are NOT billed for the date of disenrollment.
   - The CHIPS order expiration date is checked. If it has expired, Wraparound will check to seem if the case was adjourned or extended, and provide relevant documentation to the BMCW. If no documentation can be found by the billing deadline, only days up to the expiration date will be billed, and the enrollment report will read "Need Order" in the CHIPS Order Expiration Date column. Wraparound staff will follow-up on these cases monthly and re-bill when the appropriate documentation has been received from the Courts.
   - Cases will be reviewed to determine if a JIPS or delinquency order runs concurrently with the CHIPS order. These cases will be billed per the guidelines outlined in the Billing Rules section.
   - Child's physical location will be verified and updated if changed.

3. Enrollment report will be submitted to each via e-mail. Copies of the report will be forwarded to the BMCW fiscal PEM via e-mail. Hard copies of court orders or docket sheets will be mailed to each. Due date for submission is the 5th of the month (or the following working day if the 5th is on a weekend) following service delivery.

4. All Contractor enrollment reports will be submitted to BMCW within 60 days of

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service provision.

**Review of Authorizations**

1. Will review and authorize payment by the 10th of each month (or the following working day if the 10th is on a weekend).

2. Will e-mail Wraparound the Payment Authorization forms, using the same enrollment report that was submitted by Wraparound Milwaukee.

3. Wraparound will investigate and supply any required documentation to the on denied claims. Re-bills will be submitted with this documentation. Ongoing Agencies will process re-bills during the next review cycle (between the 5th and 10th of the following month).

4. The State will make all payments to the Contractor within 60 days from the date approved by the BMCW.

5. If the response warrants it (such as case was moved to another Ongoing Agency), Contractor will update the enrollment templates for the appropriate Ongoing Agency(s) to ensure accurate billing for subsequent months.

**Review of Bureau Payments**

Wraparound will receive spreadsheets on checks cut by the Department of Children and Families. Any claims authorized by the Ongoing Agencies but not paid by the Bureau will be brought to the attention of the Ongoing Agencies for follow-up.

BILLING RULES

1. CHIPS cases are billed for all eligible days at a daily rate of $114.10 all enrolled children. Duel CHIPS/JIPS are billed at ½ the daily rate and JIPS ONLY are not paid.

2. To be eligible for billing, cases must meet the following criteria:

   a. Covered under a valid CHIPS order. This includes up to the day the court order has expired if there is a court docket sheet stating the case was

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adjourned. Clients are eligible for billing until the adjourned case is reheard.

b. Enrolled in Wraparound with the approval of the Ongoing Agency's Central Staffing Committee. Note that this approval may occur AFTER enrollment if the Court specifically orders Wraparound to begin services. Central Staffing approval shall be retroactive to the enrollment date per the order of the Court.

3. Clients are billed for the date of enrollment, but NOT for the date of disenrollment.

4. Clients are NOT billed for the date the court order expires (unless the case has been adjourned as noted above).

Clients on AWOL, secured detention, or inpatient psychiatric facility status are billed up to 30 consecutive days as outlined in Milwaukee County policy for disenrollment. Billing on these cases will not resume until the client has been re-enrolled.

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# DCF CONTRACT REVIEW and APPROVAL PROCESS

| DCF Grants and Contracts | | | |
|---|---|---|---|
| **Contract#** | CFD00422 | **Program Name Description** | Wraparound Services |
| **Division** | Division of Safety and Permanence (DSP) | **Bureau** | Bureau of Milwaukee Child Welfare BMCW |

| Contract Information | | | |
|---|---|---|---|
| Contract Type | Base | Contract Amount (Initial) | $114.10/day/child |
| | | Contract Change | |
| | | Total Contract Amount | |
| | | Contract Beginning Date | July 1, 2014 |
| | | Contract Ending Date | June 30, 2015 |
| Match Required | | Final report Due # Days after end of contract | 90 Days |
| CFDA Number | | Payment Terms | eWiSACWIS |
| Grant Exemption Number | | | |
| Grant Exemption Numbers | http://dwdworkweb/asdproc/procmanual/grants_exemption.htm | | |

| Budget / Accounting Coding | | | | Special Instructions |
|---|---|---|---|---|
| Organization Code | 3210 | CORe Agency ID | NA | Note: this contract is not in Purchase Plus. Payments are made via eWiSACWIS. |
| Appropriation(s) | 153/118 | CORe Contract Code Admin | NA | |
| Activity Code | G000 | CORe Contract Code Program | NA | |
| Object/Sub object | 5700 | CORe Contract Code Other | NA | |
| Reporting Category Code(s) | 4804/4805 | CORe Contract Code Other | NA | |
| Reporting Category Description(s) | IV-E FC Wraparound Benefits FFY14/15 | CORe Code Description Published | NA | |

| Reviewer Approval | | | |
|---|---|---|---|
| | **Route to:** | **Initials** | **Date** |
| Program Manager | Mark Ramion | MaR | 4/17/2014 |
| DCF Purchasing Agent | Beth Blanchar | bb | 4/18/2014 |
| DCF Contract Specialist | Joe Schneider | js | 4/25/2014 |
| DCF Budget Analyst | Mark Mansfield | MCM | 4/25/2014 |
| DCF Grant Accountant | Jody Keller | JJK | 4/18/2014 |
| DWD CORe Accountant | | **NA** | **NA** |

| | | | |
|---|---|---|---|
| DCF Audit Section | Barb Loescher | **NA** | **NA** |
| DCF Legal | | **NA** | **NA** |

| COMMENTS: | |
|---|---|
| | |
| **Upon completion return to :** | Verna.Ruhs@wisconsin.gov |

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| Signed Contract Received | Contract loaded to CORe or P+ | Agency CORe ID# | County/Agency Name | Authorized Representative | Authorized Rep E-mail | Physical Address | City, State Zip | Phone | Fax | Program Administrator | PA Email | FEIN | Contract Allocations |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Milwaukee County Behavioral Health Division | Bruce Kamradt | Bruce.kamradt@milwcnty.com | 9201 Watertown Plank Road | Milwaukee, WI 53226 | (414) 257-7639 | (414) 257-7575 | | | 39-6005720 | $114.10/day/child |

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# DCF CONTRACT APPROVAL AGREEMENT

From: Joe Schneider

Subject: CFD00422 SFY15 BMCW Wraparound

BMCW Wraparound Services Contract for SFY 2015

***APPROVED BY:***

**DMS Grants and Contracts Section Chief:** Steve Martinelli

DocuSigned by: Steve Martinelli 61F9572D9EAC412...
Approver Signature: Approver Date: 4/28/2014 | 11:15 AM CT

**DMS Bureau of Finance Director:** Hope Koprowski

DocuSigned by: Hope Koprowski EE598274B16C466...
Approver Signature: Approver Date: 4/28/2014 | 13:01 PM PT

**Program Section Chief:** Mark Ramion

DocuSigned by: Mark Ramion EE7877B79614427...
Approver Signature: Approver Date: 4/28/2014 | 13:43 PM CT

**Program Bureau Director:** Arlene Happach

DocuSigned by: Arlene Happach 346FEEF972EF4C0...
Approver Signature: Approver Date: 5/6/2014 | 07:52 AM CT

**Contract Division Administrator:** Fredi-Ellen Bove

DocuSigned by: Fredi-Ellen Bove 872E0A7E5ADD4DA...
Approver Signature: Approver Date: 5/6/2014 | 08:29 AM CT

**DCF Chief Legal Counsel:** Randall L. Keys

DocuSigned by: Randall L. Keys 600FBFCDF92E44C...
Approver Signature: Approver Date: 5/6/2014 | 11:57 AM CT

**DCF Deputy Secretary:** Ron Hunt

DocuSigned by: Ron Hunt B5DD6CA8E77346E...
Approver Signature: Approver Date: 5/6/2014 | 13:31 PM CT

**Carbon Copy**

PM / CM: James Kania

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.

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## Certificate of Completion

Envelope Number: BA18DCB350AB4479BFF767437D3EBB4E
Status: Completed
Subject: CFD00422 SFY15 BMCW Wraparound
Bureau: BMCW
Type: Base
Contract Start Date: 07/01/2014
Contract End Date(1): 06/30/2015
Original Sent Date: 04/28/2014
Source Envelope:
Document Pages: 47
Signatures: 12
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Envelope Originator:
DCF
201 E. Washintgon Ave., Room A200
madison, WI 53708
dcfcontracting@wi.gov
IP Address: 165.189.37.11

## Record Tracking

Status: Original
4/28/2014 8:24:00 AM CT

Holder: DCF
dcfcontracting@wi.gov

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Steve Martinelli<br>stever.martinelli@wi.gov<br>Chief, Grants & Contracts Section<br>Wisconsin Department of Children & Families<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 3/16/2011 2:19:50 PM CT<br>ID: f1caaf24-91e9-4883-8ae1-f2e00f4e3c79 | DocuSigned by:<br>Steve Martinelli<br>61F9572D9EAC412...<br>Using IP Address: 165.189.37.11 | Sent: 4/28/2014 8:51:49 AM CT<br>Viewed: 4/28/2014 11:13:38 AM CT<br>Signed: 4/28/2014 11:15:24 AM CT |
| Hope Koprowski<br>Hope.Koprowski@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 8/27/2013 7:34:39 AM CT<br>ID: 45b2136f-11a2-4354-aeac-099291269dc2 | DocuSigned by:<br>Hope Koprowski<br>EE598274B16C466...<br>Using IP Address: 165.189.37.11 | Sent: 4/28/2014 11:15:27 AM CT<br>Viewed: 4/28/2014 12:45:37 PM CT<br>Signed: 4/28/2014 1:01:47 PM CT |
| Mark Ramion<br>mark.ramion@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 4/28/2014 1:42:10 PM CT<br>ID: 4cf5e24e-cc0d-42cf-9c13-27077bce37f7 | DocuSigned by:<br>Mark Ramion<br>EE7877B79614427...<br>Using IP Address: 165.189.37.11 | Sent: 4/28/2014 1:01:50 PM CT<br>Viewed: 4/28/2014 1:42:10 PM CT<br>Signed: 4/28/2014 1:43:58 PM CT |
| Arlene Happach<br>arlene.happach@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 5/6/2014 7:51:57 AM CT<br>ID: 89d2246a-abcd-4a6b-b7ee-ce941b756914 | DocuSigned by:<br>Arlene Happach<br>346FEEF972EF4C0...<br>Using IP Address: 165.189.37.11 | Sent: 4/28/2014 1:44:01 PM CT<br>Viewed: 4/29/2014 8:08:16 AM CT<br>Signed: 5/6/2014 7:52:03 AM CT |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Fredi-Ellen Bove<br>FrediEllen.Bove@wi.gov<br>Fredi-Ellen Bove<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 5/6/2014 8:29:19 AM CT<br>ID: f110e398-0fc6-4614-8d39-dd374f55f0e3 | DocuSigned by:<br>Fredi-Ellen Bove<br>872E0A7E5ADD4DA...<br>Using IP Address: 165.189.37.11 | Sent: 5/6/2014 7:52:06 AM CT<br>Viewed: 5/6/2014 8:29:19 AM CT<br>Signed: 5/6/2014 8:29:37 AM CT |
| Randall L. Keys<br>randall.keys@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 5/6/2014 11:53:57 AM CT<br>ID: 052ed09b-e1e8-4115-a201-fff5c4e611d4 | DocuSigned by:<br>Randall L. Keys<br>600FBFCDF92E44C...<br>Using IP Address: 165.189.37.11 | Sent: 5/6/2014 8:29:39 AM CT<br>Viewed: 5/6/2014 11:53:57 AM CT<br>Signed: 5/6/2014 11:57:00 AM CT |
| Ron Hunt<br>ron.hunt@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 5/6/2014 1:31:13 PM CT<br>ID: 2814f9a3-7b2e-4adf-8542-aabd43a38dc7 | DocuSigned by:<br>Ron Hunt<br>B5DD8CA8E77346E...<br>Using IP Address: 165.189.37.11 | Sent: 5/6/2014 11:57:03 AM CT<br>Viewed: 5/6/2014 1:31:13 PM CT<br>Signed: 5/6/2014 1:31:26 PM CT |
| Bruce Kamradt<br>bruce.kamradt@milwcnty.com<br>Program Administrator, Milwaukee County Behavioral Health Division--Childrens Mental Health<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 6/27/2011 3:10:38 PM CT<br>ID: defa3fbb-f199-48e7-ba76-bd9d5dcc5b33 | DocuSigned by:<br>Bruce Kamradt<br>537CC27B55E6434...<br>Using IP Address: 204.194.251.5 | Sent: 5/6/2014 1:31:31 PM CT<br>Viewed: 5/9/2014 9:42:19 AM CT<br>Signed: 5/14/2014 10:04:39 AM CT |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Beth M. Blanchar<br>bethm.blanchar@wisconsin.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Not Offered<br>ID: | COPIED | Sent: 5/14/2014 10:04:43 AM CT |
| James Kania<br>james.kania@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 10/4/2011 3:56:02 PM CT<br>ID: 674fde3a-f29f-4346-912e-9ab0e841886d | COPIED | Sent: 5/14/2014 10:04:43 AM CT |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Joe Schneider<br>josephj2.schneider@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 2/10/2014 7:44:19 AM CT<br>ID: 59e41505-3635-47f6-895e-278a45e4bfc3 | COPIED | Sent: 5/14/2014 10:04:43 AM CT |
| Verna Ruhs<br>verna.ruhs@wi.gov<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Accepted: 5/21/2013 12:56:13 PM CT<br>ID: 34ab1682-45b7-43b3-8226-049f0a647f6f | COPIED | Sent: 5/14/2014 10:04:43 AM CT |

| Notary Events | Timestamp |
|---|---|

| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 5/14/2014 10:04:43 AM CT |
| Certified Delivered | Security Checked | 5/14/2014 10:04:43 AM CT |
| Signing Complete | Security Checked | 5/14/2014 10:04:43 AM CT |
| Completed | Security Checked | 5/14/2014 10:04:43 AM CT |

## Electronic Record and Signature Disclosure

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**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 â€˜Withdraw Consentâ€™ 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.

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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..

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**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.

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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: | WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X |
| Browsers: | Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only) |
| PDF Reader: | AcrobatÂ® 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 â€˜I agreeâ€™ button below.
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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- 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.