

**Inter-governmental Agreement**  
**between**  
**Milwaukee County-Department of Health and Human Services**  
**and**  
**City of West Allis –West Allis Police Department**

THIS Contract is entered into this 1<sup>st</sup> day of August 2020, by and between Milwaukee County, a Wisconsin body municipal corporate, by the Milwaukee County Department of Health and Human Services (DHHS) Behavioral Health Division (BHD) 9455 West Watertown Plank Road, Milwaukee, WI 53226, hereinafter designated as "County" and the City of West Allis, a Wisconsin municipal corporation, by the West Allis Police Department, 11301 West Lincoln Avenue, West Allis, WI 53227 designated as "Contractor."

Contact Person: Chief Patrick Mitchell  
Email Address: [Pmitchell@westalliswi.gov](mailto:Pmitchell@westalliswi.gov)  
Federal ID Number: 39-6005651

WITNESS THAT:

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

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

1. PURPOSE

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

2. SCOPE OF SERVICES

Contractor shall specifically perform all the services and achieve the objectives, duties and responsibilities as Indicated in the Attachment A, Scope of Services.

3. STAFFING AND DELIVERY OF SERVICES

Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not

be employees of, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, to which Contractor shall attest, and determination of which shall be at the sole discretion of County.

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

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

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

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

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

#### 4. PROVISIONS FOR LOANED PROPERTY

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

#### 5. CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

Contractor is a Wisconsin municipal corporation which is required to follow Wisconsin Open Records laws. Contractor also agrees that if the law allows, it will surrender to Milwaukee County within 14 days of any termination of this Contract, for any reason, all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails or any other products developed, acquired, or received under the terms of the Agreement from any source.

- b. The Contractor agrees that all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails or any other products developed by Milwaukee County under the terms of the Contract are the sole property of the County. Contractor is a Wisconsin municipal corporation which is required to follow Wisconsin Open Records laws. Contractor also agrees that if the law allows, it will not release or share such information in any manner without the express and written consent of the County.

#### 6. COUNTY RIGHTS OF ACCESS AND AUDIT

The Contractor, Lessee, or other party to the Contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this Contract, or activity under this Contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

#### 7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 APPLICABILITY

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

Contractor may be subject to compliance with the HIPAA regulations as "covered entities." To the extent that the HIPAA regulations apply to Contractor, Contractor agrees to comply with the HIPAA regulations and shall have required documents available for inspection upon request. Covered entities that fail to comply with the applicable standards may be subject to a written complaint filed with the Secretary of Health and Human Services.

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

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

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

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

Contractor shall utilize traditional Microsoft software such as Word and / or Excel. If the County requires different computer applications to comply with County standards in maintaining program data, it shall notify Contractor. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and Information systems compliance.

#### 9. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- A. No eligible Participant/family or patient shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.
- B. The parties agree not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, physical disability, or developmental disability as defined in s. 51.01(6) Wisconsin Statutes.
- C. Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances regarding non-discriminatory contracts, which is attached as Attachment B.

#### 10. Compliance with Contractor Background Checks

The lone employee selected by the Contractor to provide these services will be a current West Allis Police Officer, who as a condition of employment will have had a thorough background check completed. The West Allis Police Department maintains backgrounds on all its employees in a confidential location. West Allis does not employ law enforcement officers who cannot pass strict background investigations.

In addition, Contractor agrees to the following:

- A. If the Department of Justice report shows any findings other than "no record found", Contractor shall submit a copy of the report to County according to the Policy and Procedures for the Covered Service.
- B. After the initial background check, Contractor is required to conduct a new background check every four (4) years, or at any time within that period when Contractor has reason to believe a new check should be obtained.
- C. Contractor shall maintain background check documentation for the most recent five-year period for every employee and Independent Service Provider who meets the definition of Caregiver under DHS12.
- D. Contractor shall maintain the results of background checks on its own premises for a period of at least five (5) years following the termination of this agreement.

- E. Contractor must notify County within two (2) business days if an existing employee, Independent Service Provider, direct service provider or caregiver has been charged with or convicted of any crime specified in DHS12.115 and/or of any offenses referenced in numbers 6, 7, and, 11 of the Milwaukee County Resolution Requiring Background Checks on Department of Health and Human Services Contract Agency Employees providing Direct Care and Services to Children and Youth. Contractor shall read, sign, and return Attachment C with this agreement if providing covered services as stated above.

## 11. INDEMNITY

### Mutual Indemnification

The parties to this agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses (including reasonable attorney's fees) to the extent such damages including suits at law or in equity are caused by or resulting from any intentional misconduct or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may arise out of or are connected with the activities covered by this agreement. Each party's liability shall be limited by Wis. Stat. sec. 345.05(3) for automobile liability and sec. 893.80(3) for general liability. Nothing in this agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law. Nothing in this agreement shall be construed to constitute basis for a third-party claim against either party to this agreement which claim would not exist in the absence of this agreement.

## 12. INSURANCE

The parties to this agreement are both municipal bodies corporate, are insured, and agree to maintain policies of insurance and proof of financial responsibility to cover costs as may arise for damages to property and/or claims which may arise out of or result from parties' activities, by whomever performed. Further, the parties agree to mutual indemnification, as outlined in the preceding section, as the basis for determining said costs.

## 13. TERMINATION BY COUNTY OR CONTRACTOR

This Agreement may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the Participants/families covered by this Contract.

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

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

Failure on the part of either Party to comply with this Agreement may be cause for termination of the Agreement without the right to cure the breach of Agreement.

Failure on the part of Contractor to provide deliverables (reports, supporting documents etc.) or frequency thereof,

as required under this agreement will result in immediate cessation of work under this Agreement. In such instance, the work under this agreement cannot be resumed unless such deliverables are provided to County's satisfaction and a written notice to resume work is received by the Contractor. Such breach may also result in termination of the Contract without the right to cure the breach of the agreement.

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

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

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

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

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

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

#### 14. CONTRACTOR COMPLAINTS/APPEALS/GRIEVANCES

The Contractor may file a formal grievance or otherwise appeal decisions of County in accordance with County Policies and Procedures, and Milwaukee County Behavioral Health Division Purchasing and Procurement Policy.

#### 15. EMERGENCY MANAGEMENT PLAN

Contractor shall have an Emergency Management Plan (Disaster Plan) in place to manage an internal or external hazard that threatens staff, clients, and/or visitor life and safety. Contractor shall follow the minimum requirements as outlined in the **Milwaukee County Department of Health & Human Services Policy No. 002-Emergency Management Plan**. (The policy can be found at <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.) Contractor's Pandemic Preparedness Plan contained within its Emergency Management Plan shall meet the minimum requirements as outlined in the "**COVID-19 Preparedness Plan checklist**" in Policy No. 002. Failure to comply with these requirements may be cause for contract termination, in accordance with Section 13 and the **Milwaukee County COVID-19 Public Health Emergency Contracting Procedures during COVID-19 Public Health Emergency Administrative Order 20-11**. (This order can be found at <https://county.milwaukee.gov/EN/COVID-19>)

#### 16. INDEPENDENT CONTRACTOR

Nothing contained in this contract shall constitute or be construed to create a partnership or joint venture between County or Its successors or assigns and Contractor or Its successors or assigns. In entering into this agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required it hereunder.

17. SUBCONTRACTS

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

18. ASSIGNMENT LIMITATION

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

19. REQUIRED DISCLOSURES, PROHIBITED PRACTICES AND CONFLICT OF INTEREST

The parties agree to comply with the disclosure requirements of 42 CFR Part 455, Subpart B, as now in effect or as may be amended.

During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Health and Human Services representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Health and Human Services.

Contractor attests that it is familiar with Milwaukee County Behavioral Health Division's Code of Ethics which applies to all Milwaukee County Behavioral Health Division employees, inclusive of medical, professional, and Administrative staff. A copy is attached to this Contract as Attachment D.

20. NOTICES

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

Official notices to the parties is as follows:

Milwaukee County BHD  
Attn: Michael Lappen, Administrator  
9455 West Watertown Plank Road  
Milwaukee, WI 53226

City of West Allis  
Attn: Patrick Mitchell, Police Chief-Police Department  
11301 West Lincoln Avenue  
West Allis, WI 53227

21. MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. The parties to this Contract acknowledge and agree that they will perform their

obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

22. CONTRACT CONTENT

The Contractor agrees to provide or arrange (as referenced in Scope of Services), the provision of Covered Services In accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Health and Human Services and its respective divisions. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original.

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

If any provision(s) of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of its jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

AUTHORIZATION and APPROVAL

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

**FOR: MILWAUKEE COUNTY**

**FOR: WEST ALLIS**

\_\_\_\_\_  
Shakita LaGrant, Interim Director                      Date  
Milwaukee County  
Department of Health and Human Services

\_\_\_\_\_  
Date

**DIVISION APPROVAL**

**Community Business Development Program**

\_\_\_\_\_  
Michael Lappen, Administrator                      Date  
Milwaukee County Behavioral Health Division  
Department of Health and Human Services

\_\_\_\_\_  
Director                      Date

**COMPTROLLER APPROVAL**  
**Approved as to funds available per**  
**Wisconsin Statute Section 59.255(2)(e)**

**CORPORATION COUNSEL APPROVAL**  
**Approved for Execution**

\_\_\_\_\_  
Comptroller                      Date

\_\_\_\_\_  
Corporation Counsel                      Date





Paragraphs 10 and 26.

6. The parties to this contract agree that the Crisis Team will be provided office space in the West Allis Police Department.
7. Database: The County will maintain a database for the collection and maintenance of Information regarding Recipients served and issues presented. The County will make this data available to Contractor and will prepare reports as requested for general reporting and planning.
8. The County will manage a complaint/grievance system. In managing complaints and grievances, the County shall ensure that information regarding complaint/grievance rules and procedures is provided to Recipients. The County shall also act as an Intermediary in attempting to informally resolve Recipients' complaints/grievances related to services provided under this Contract.
9. Quality Assurance: County staff will conduct regularly scheduled reviews. These reviews will ensure that law enforcement services are in compliance with the contract and with accepted standards. Reviews will provide a basis for future policy recommendations concerning law enforcement services provided by the Crisis Team.

#### Responsibilities and Obligations of Contractor

11. Contractor shall provide all personnel required to perform the Covered Services listed in this Attachment. Initially, Contractor will provide for the services of an identified police officer who will become a dedicated part of the Crisis Team. Upon mutual agreement between County and Contractor, an additional officer or officers may be added to the Crisis Team later during the term of this Agreement. Replacement personnel shall be by persons of like qualification. Written notification of new or replacement personnel shall be made prior to the provision of Services. It is understood that final authority for determining eligibility to be a Service Provider rests with the County.
12. Officer(s)' services will be provided when the officer is scheduled to work, Monday through Friday. Officers are entitled to off time such as vacations, holidays, sick days, and other approved off days. Contractor does not have the capacity to provide a backup officer when the assigned officer is not working, or is engaged in mandatory training. Hours of operation are subject to change if additional officers are added pursuant to this Agreement.
13. The parties agree that any West Allis Police Department officer's service on the Crisis Team pursuant to this Agreement does not render that Officer a County employee. All officers remain employees of the City of West Allis.
14. Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing Services to the Crisis Team, except as provided herein, or as identified in Purchaser Policies and Procedures.
15. Contractor's employee(s) agree to work collaboratively with county, its agents, and other Service Providers, including the Crisis Team, to provide services to Recipients.
16. County reserves the right to remove any officer from the Crisis Team at any time. If an officer is unable to provide services, Contractor must report this fact to the County. Failure to provide such notice may result in termination of this agreement.
17. Contractor agrees not to provide officers who are suspended, debarred, or under criminal investigation by

County or other federal, state, or local entities.

18. The officer's only job responsibility will be to respond to calls for Emergency Detentions and/or follow up calls. Contractor may occasionally respond to emergency calls for police service within the City of West Allis.
19. Contractor shall, at its sole expense, provide officer's squad car and maintain said squad car.
20. Contractor shall, at its sole expense, provide officer's radio, computer, connection with City's communication system and all other equipment necessary to carry out law enforcement duties.
21. The officer(s) involved will have received training in cultural competency and cultural sensitivity issues regarding special populations, including people with special needs.
22. The officer(s) involved will have received training in understanding Chapter 51.15 (Emergency Detention processes) Wis. State Statutes and related liability Issues.
23. Throughout the term of this Agreement, Contractor agrees to maintain current credentials and licenses for officer(s) as required by federal, state, and county regulations and Contractor's service descriptions and/or Policies and Procedures.

#### **Attachment B**

#### **Milwaukee County Ordinance 56.17 – Nondiscriminatory Contracts**

- (1a) All contracts except those exclusions listed in paragraph (e) let by or on behalf of the county, shall include the following provisions:

In the performance of work or execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

- (1b) Where federal regulations in regard to bidding and contracting procedures and equal employment practices apply, all contracts let by or on behalf of the county shall be consistent with said requirements, regulations, procedures and practices. However, all contractors having fifty (50) or more total employees, including non-craft employees, shall be required to have affirmative action plans on file with the county or other appropriate government agency.

- (1c) All contracts except those exclusions listed in paragraph (1e) let by or on behalf of the county involving nonfederal funds shall contain language based on and reflecting federal and county equal employment opportunity and minority business enterprise requirements:

- a. The minority and women's business enterprise program authority and procedures shall apply as set forth in chapter 32 of the Code.
- b. Any act required to be performed or prohibited by chapter 32 of the Code is hereby incorporated herein by reference.

(1d) All contracts except those exclusions listed in paragraph (1e) let by or on behalf of the county, shall include the following provisions:

The contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

(1e) The exclusions applicable to paragraphs (1a), (1c), (1d) and (2) are as follows:

1. Departmental purchase orders.
2. Emergency purchases when immediate action is required to preserve property or protect life, health or welfare of persons.
3. Sole source procurements, as determined by the purchasing standardization committee.
4. Purchases from foreign countries.
5. Purchases from governmental agencies.
6. Purchases from petty cash (limit of fifty thousand dollars (\$50,000.00)).

(2) Except for exclusions in paragraph (1e) all directors, administrators and managers shall be responsible for obtaining compliance with the non-discrimination provisions of this section and shall, in cooperation with the contract compliance auditor, verify compliance prior to the award of all contracts with an aggregate value of twenty thousand dollars (\$20,000.00) or more.

(3) When a violation of this Section has been determined by the party responsible for the enforcement of the nondiscrimination provision, the violating party shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation and immediate steps to prevent further violations.

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

(5) No contract by or on behalf of the county shall be let to any party whose name appears on the list of ineligible contractors maintained by the state department of administration because of failure to comply with the provisions of s.16.765, Wis. Stats.

(6) A violation by a prime contractor shall not impute to a subcontractor, nor shall a violation by a subcontractor impute to a contractor.

7/16/02

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

**Amended Milwaukee County Caregiver Resolution File No. 20-287**

Contractor certifies that it will comply with the provisions of the Milwaukee County Resolution Requiring Background Checks, File No. 20-287. Agencies under contract shall conduct background checks at their own expense.

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

1 By Supervisor Moore Omokunde

File No. 20-287

2  
3  
4  
5

**A RESOLUTION**

6 to modify the policy of the Department of Health and Human Services (DHHS) and other  
7 Departments to adopt the Wisconsin Caregiver Law for barrable offenses as part of the  
8 background check process for contract agency employees who provide direct care and  
9 services to youth, adhere to the State of Wisconsin Rehabilitation appeals review  
10 process, retain the County's policy to recognize Wisconsin Chapter 948 Crimes Against  
11 Children as a barrable offense (for those offenses not already barred by the State  
12 Caregiver Law) and urge the Milwaukee County Mental Health Board which oversees

13 the DHHS-Behavioral Health Division to adopt this policy

14

15

16 WHEREAS, many Milwaukee County Department of Health and Human  
17 Services (DHHS) employees and vendors serve as caregivers for families and youth in  
18 Milwaukee County; and

19

20 WHEREAS, a caregiver is defined by the Wisconsin Caregiver Law as a person  
21 who is employed by, under contract, or a volunteer that has direct contact with clients,  
22 client's personal property or client information that is planned, scheduled or expected or  
23 periodic; and

24

25 WHEREAS, in April 1999, the Milwaukee County Board of Supervisors adopted  
26 File No. 99-233, a resolution that among other things, requires all County departments  
27 that contract for youth services and programs to complete background checks on those  
28 individuals providing services, to ensure they are not involved in criminal and gang  
29 activity, and designated certain offenses, including Chapter 948 of the Wisconsin  
30 Statutes – Crimes Against Children as barrable offenses, and two (2) or more  
31 misdemeanors involving separate incidences within the last three (3) years; and

32

33 WHEREAS, in May 2000, the Milwaukee County Board of Supervisors amended  
34 File No. 99-233 to separate and bar individuals for five (5) years who have committed  
35 crimes in violation of the Uniform Controlled Substances Act under Chapter 961  
36 Wisconsin State Statutes, excluding simple possession, from those who have  
37 committed crimes against another individual(s) causing bodily harm or death who are  
38 permanently barred; and

39 WHEREAS, DHHS contracts with many vendors which employ individuals who  
40 provide direct care and services to youth and families in Milwaukee County that  
41 positively impact youth and their families; and

42

43 WHEREAS, under the current background check policy automatic barrable  
44 offenses, with no rehabilitation appeal process, may prevent individuals from sharing  
45 relatable personal experiences that positively influence the attitudes and behaviors of  
46 at-risk youth and prevent those individuals from working with families in the county; and

47

48 WHEREAS, the State of Wisconsin Department of Health Services  
49 Administrative Code, Chapter 12 – Caregiver Background Checks, allows for the  
50 Substantially Related Test to be utilized to allow convictions, such as for Domestic  
51 Violence, to be reviewed to determine if it should disqualify the individual for the position  
52 they hold; and

53

54 WHEREAS, the State of Wisconsin under Wis. Stat. § 50.065(5c) permits an  
55 individual who has failed to demonstrate to the Wisconsin Department of Health  
56 Services that he or she has been rehabilitated has the right to appeal to the Secretary of

57 Health Services and request a judicial case review; and  
58

59 WHEREAS, the State of Wisconsin outlines the required criteria that an individual  
60 must adhere to and submit to the department in Wis. Stat. § 50.065(5d); and  
61

62 WHEREAS, the State agency has 90 days to review the rehabilitation plan upon  
63 receipt, and unless disapproved by the department, the plan is considered approved;  
64 and  
65

66 WHEREAS, under the current policy Milwaukee County does not have  
67 rehabilitation review appeals process which would allow an individual convicted of a  
68 barred offense the opportunity to provide convincing evidence that he or she has been  
69 rehabilitated, even if the State has already granted a rehabilitation review request under  
70 the Caregiver Law guidelines; and  
71

72 WHEREAS, any individual who has been barred from working with youth under  
73 the Wisconsin Caregiver Law shall be granted the opportunity to prove to the State and  
74 the County that he or she has been rehabilitated, as individuals with prior convictions  
75 often have relevant experience(s) which youth may relate to, will help strengthen  
76 communities impacted by mass incarceration; now, therefore,

77 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby adopts a  
78 policy to amend the background check process for the Milwaukee County Department  
79 of Health and Human Services (DHHS) and other departments that provide services to  
80 youth directly or through contract vendors services, to adopt the barrable offenses  
81 outlined in the Wisconsin Caregiver Law and to accept the rehabilitation of any  
82 individual as determined by the State of Wisconsin's appeal process under Wis. Stat. §  
83 50.065; and  
84

85 BE IT FURTHER RESOLVED, that Milwaukee County shall maintain Chapter  
86 948 Crimes Against Children as barrable offenses, whether also barred by the  
87 Wisconsin Caregiver Law or not, as part of the background check process for contract  
88 agency employees who provide direct care to youth, a copy of which is hereto attached  
89 to this file; and  
90

91 BE IT FURTHER RESOLVED, that Milwaukee County shall also follow the State  
92 of Wisconsin Department of Health Services Administrative Code, Chapter 12 –  
93 Caregiver Background Checks, for any criminal convictions using the Substantially  
94 Related Test to provide greater uniformity and understanding by vendors; and  
95

96 BE IT FURTHER RESOLVED, that the Department of Health and Human  
97 Services is requested to collaborate with the Office of Corporation Counsel to modify  
98 the current background check process to comport with the direction provided in this  
99 resolution for implementation as soon as practicable; and

100  
101 BE IT FURTHER RESOLVED, the Department of Health and Human Services is  
102 requested to provide an informational report to the County Board on the status of this  
103 reform as soon as practical and is requested to submit the new policy to the Milwaukee  
104 County Mental Health Board for consideration and possible adoption to ensure a  
105 uniform policy that comports with the State Caregiver Law and appeal process except  
106 for those Chapter 948 offenses barred only by the County.

**MILWAUKEE COUNTY  
DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)**

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

**CERTIFICATION REGARDING FILE 20-287 REQUIRING BACKGROUND CHECKS  
FOR AGENCIES SERVING YOUTH**

This is to certify that The City of West Allis-West Allis Police Department

- 1.) Has received and read the enclosed, "PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH";

Has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,

- 2.) Is in compliance with the provisions of File No. 20-287, the Resolution requiring background checks.

---

Authorized Signature

---

Date



---

Authorized Party Name and Title

---

Agency Name

**Attachment D**

## Code of Ethics

Current Status: Active

PolicyStat ID: 3758603



**Date Issued:** 2/15/2000  
**Last Approved Date:** 8/15/2017  
**Last Revised Date:** 8/15/2017  
**Next Review:** 8/14/2020

**Owner:** Tony Thrasher: 50854-BH  
Medical Director - Crisis Services

**Policy Area:** Ethics

**References:**

## Code of Ethics

### Mission:

The Milwaukee County Behavioral Health Division: For the empowerment and recovery of all with mental health needs in our community.

### RESPONSIBILITY TO PATIENTS, CLIENTS, RESIDENTS AND CONSUMERS

We believe in treating the people we serve with respect and dignity. We, therefore have the responsibility to:

- Provide the people we serve with reasonable access to quality care that is appropriate for the patient's condition and needs.
- Treat the people we serve with dignity and respect in all aspects of patient care. This includes involving patients, to the extent possible, in decisions regarding their own treatment.
- Make every reasonable effort to assure that the relief of human suffering and safety of the people we serve will be sustained or enhanced by our services.
- Assure that the spiritual needs and cultural beliefs and practices of the people we serve are respected and appropriately accommodated.
- Protect the confidentiality and privacy of the people we serve.
- Promote principles of recovery for the people we serve throughout the Mental Health delivery system.
- Utilize the BHD Ethics Committee and consultants to address ethical dilemmas with the people we serve.
- Ensure patients/clients with longer length of stays have a right to perform or refuse to perform tasks in the hospital or community without prejudice to their care.

### RESPONSIBILITY TO OTHER EMPLOYEES OR COLLEAGUES

- Recognize and respect boundaries of people with whom we work.
- Accommodate the religious beliefs of employees to the extent possible.

### RESPONSIBILITY TO THE COMMUNITY

BHD is concerned with the overall mental health status of the community. It accepts a leadership role in enhancing public mental health and continuity of care by communicating and collaborating with other health care and social service agencies to improve availability and provision of mental health promotion, education, and patient care services.

