

(ATTACHMENT 12) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR024478

Contract Number: C025504

Vendor Number: V013503

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT FIRST EXTENSION & MODIFICATION

On August 1, 2016, the Milwaukee Board of School Directors (“MPS”) and Wisconsin Community Services, Inc. (“Contractor” or “WCS”) entered into Professional Services Contract number C025504 (“Contract”) with a term of August 1, 2016 through July 31, 2017. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual written consent of the parties and in consideration of the performance metrics listed therein. Based on the Contractor’s achievement of those performance metrics, the parties now mutually agree to extend the Contract for the first additional one-year term.

As such, the Contract will be extended, from September 1, 2017 through July 31, 2018 (“Year 2”), under the same terms and conditions as set forth in the Contract, except as specifically set forth below.

The amount to be encumbered on the Contract shall not exceed \$198,540.63 in Year 2.

In accordance with ¶ 20 of the Contract, the parties modify those terms and conditions identified below.

MODIFIED TERMS:

1. Paragraph 1 of the Contract is deleted and replaced with the following:

“Contractor shall provide evidence-based cognitive restructuring and supportive services to two groups of MPS students. One group includes individuals who have been expelled and need to satisfy certain conditions relating to the reason for expulsion or to make them eligible for early readmission, pursuant to orders from MPS Independent Hearing Officers (IHOs). The other group of students who display pre-expulsion behavior patterns identified through the preliminary expulsion hearing process, will be assigned for services which includes case management and group sessions focused on life skills training, conflict resolution, violence prevention strategies, AODA counseling and anger management, as appropriate. The number of students expelled each school year varies in both numbers and timing. Contractor must be flexible with respect to allowing students to enter and exit the program and shall have the capacity to serve up to 100 students, ages 14-20, throughout the term at any identified location. Twenty of the One Hundred students will be serviced at Project Excel (PE), all remaining students will be serviced at Groppi High School. Additionally, the contractor shall remain flexible in reference to service location of identified students.

Contractor will provide case management for all referred students as follows:

INTAKE: After youth are referred to the program, Contractor’s case manager will contact the family to set up an intake in the student’s home or at Contractor’s location. During the intake, the program will be explained to the youth and family and goals will be created. A psych-social assessment will be used to help identify needs of the student. Additional paperwork and release of information will be signed at this time.

DURING PROGRAMMING: Contractor’s case manager will evaluate youth and develop and initial assessment. The initial assessment will include information on the student’s home life, social, school, community, biological, mental health, group needs and goals. The assessment will be the guide for the student’s Restorative Action Plan (RAP). This document will be

reviewed midway through the program and again upon completion. The RAP will be utilized as a service plan for the youth and as a guide to measure progress. Youth will also undergo an exit interview which will be aligned with a discharged report.

Contractor programming will include the following sessions, which are more particularly described in Contractor's response to RFP 915:

- a) Advisory – For all Students
- b) AODA Education– using the evidence based curriculum Alternatives
- c) AODA Counselling, One on One Sessions – with students as recommended by IHO
- d) Career Education– for all students
- e) Cognitive Intervention – Aggression Replacement Training using the A.R.T. curriculum
- f) Community Service – certain students will have the opportunity to participate in community service activities
- g) Healthy Socialization – for all students
- h) Life Skills (Forward Thinking) – for all students
- i) Mindfulness – for all students

Contractor's staff will be trained in motivational interviewing, Crisis Prevention Intervention's (CPI) nonviolent crisis intervention, and trauma informed care.

All youth will be enrolled in Contractor's program for a period of 12-18 weeks. Unless otherwise directed by MPS, students will be expected to attend all sessions to which they are assigned. Onsite Project Excel services shall be provided at one of Contractor's "Project Excel" locations: 1300 S. Layton Boulevard, Milwaukee, WI 53233; or 2610 W. North Avenue, Milwaukee, WI 53205; or at MPS-Groppi High School located at 1312 N 27th St, Milwaukee, WI 53208.

Programming will occur Monday – Friday at Groppi High School and Monday – Thursday at Project Excel. Each youth will be expected to participate regularly in activity groups and in family visits as needed. Placements at Project Excel will be based on directions from the IHO, need and staff/family recommendations. If needed, students at Project Excel may choose to participate during Saturday programming with Contractor's WCS/Project Excel programming instead of daytime services. Such sessions will utilize the same curriculum as the daytime services. Groups will be open entry/exit to allow for students to join as assigned by MPS.

Contractor's Program Director or Assistant Program Director will be the primary contact for MPS, providing overall reports on program outputs and deliverables and other information as reasonably requested by MPS.

RFP 915 and Contractor's Response to RFP 915 are incorporated herein by reference.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract."

2. Paragraph 3 of the Contract is deleted in its entirety and replaced with the following:

“Total compensation under this Contract in Year 2 shall not exceed \$198,540.63.

Contractor shall be compensated for work performed at a rate of \$1,985.40 per student at the Project Excel site. For these 20 students, reimbursement will be on a prorated basis based on attendance over the 12-week course of the program. The prorated schedule shall be as follows:

- a) 1-3 weeks reimbursed at 25%
- b) 4-6 weeks reimbursed at 50%
- c) 7-9 weeks reimbursed at 75%
- d) 10-12 weeks reimbursed at 100%

Contractor shall be compensated for work performed at a rate of \$1,985.40 per student at Groppi High School. For these 80 students, reimbursement will be on a quarterly basis at the flat fee rate. Disbursement of payment will occur on a quarterly basis for the 80 seats at the following rates:

- a) Quarter 1 (ends October 31) at \$39,708.00
- b) Quarter 2 (ends January 30) at \$39,708.00
- c) Quarter 3 (ends April 30) at \$39,708.00
- d) Quarter 4 (ends June 30) at \$39,708.00

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted on a quarterly basis (Oct. 31, Jan. 31, April 30, June 30) to:

Milwaukee Public Schools
ATTN: Matthew Boswell
5225 W. Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include the name of the student receiving services, the start date for services and the anticipated end date. Records of each visit with a student must be kept by Contractor and shall be provided to MPS upon request and as part of the performance metrics, but will not be submitted with invoices. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after the end of the quarter. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.”

3. Paragraph 8 of the Contract is deleted in its entirety and replaced with the following:

“Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to,

Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract."

CONTRACTOR

By: _____

Date: _____

Wisconsin Community Services, Inc.
3732 W. Wisconsin Avenue, Suite 200
Milwaukee, WI 53208
(414) 290-0400

Tax ID: _____

Budget code(s): SSV-0-0-SDS-SN-ECTS

Board Approval Date: _____

Reviewed By: _____
Risk Management

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

*Aaron Konkol, Director
Procurement & Risk Management*

Date: _____

By: _____

*Darienne B. Driver, Ed.D.
Superintendent of Schools*

Date: _____

By: _____

*Mark A. Sain, President
Milwaukee Board of School Directors*

Date: _____

Date: _____