

This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and RACINE AREA MANUFACTURERS AND COMMERCE, whose principal business address is 300 5th Street, Racine, Wisconsin 53403, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2016 through December 31, 2016.

The Provider employee responsible for day-to-day administration of this contract will be Anna Clementi, whose business address is 300 5th Street, Racine, Wisconsin 53403, telephone number (262)634-1931, e-mail address aclementi@racinechamber.com. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail Mary.Perman@goracine.org, whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

This contract becomes null and void if the time between the Purchaser's authorized signature and the Provider's authorized signature exceeds sixty days.

(signed) <u>Anna Clementi</u> PROVIDER'S AUTHORIZED REPRESENTATIVE	<u>8/4/16</u> DATE
(signed) <u>Janeth Deloach</u> COUNTY EXECUTIVE	<u>8-15-16</u> DATE
(signed) <u>Nancy R. Christensen</u> COUNTY CLERK	<u>8/16/16</u> DATE
(signed) _____ COUNTY BOARD CHAIRPERSON	_____ DATE

(Two Purchasers' signatures required
for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY FINANCE DIRECTOR

By [Signature]
Racine County Corporation Counsel
8.12.16
Date

Alexander Wilman
Signature
8-9-16
Date

This agreement (including the Exhibits) constitutes the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and Provider's response thereto, if any; and on the attached Exhibits, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of this Agreement or any of them, it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.
- B. Provider agrees to meet the program standards as expressed by State, Federal and County laws, rules, and regulations applicable to the services covered by this Agreement. If the Provider obtains services for any part of this Agreement from another subcontractor, the Provider remains responsible for fulfillment of the terms and conditions of the contract. Provider shall give prior written notification of such subcontractor to the Purchaser for approval.
- C. Provider agrees to secure at Provider's own expense all personnel necessary to carry out Provider's obligations under this Agreement. Such personnel shall not be deemed to be employees of Purchaser. Provider shall ensure Provider's personnel are instructed that they will not have any direct contractual relationship with Purchaser. Purchaser shall not participate in or have any authority over any aspect of Provider's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- D. Purchaser shall have the right to request replacement of personnel. Provider shall comply where such personnel are deemed by County to present a risk to consumers. In other instances, the parties shall cooperate to reach a reasonable resolution of the issue.
- E. Provider shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Provider agrees to notify Purchaser immediately whenever it is unable to comply with the applicable State, Federal and County laws, rules and regulations. Non-compliance will result in termination of Purchaser's obligation to purchase those services.
- F. Where required by law, Provider must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. Provider shall fully cooperate with licensing and certification authorities. Provider shall submit copies of the required licenses or certifications upon request by Purchaser. Provider shall promptly notify Purchaser in writing of any citation Provider receives from any licensing or certification authority, including all responses and correction plans.
- G. The authorized official signing for the Provider certifies to the best of his or her knowledge and belief that the Provider defined as the primary participant in accordance with 45 CFR Part 76, and its principles:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense 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;

3. Are not presently indicted 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
4. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be included with the signed contract.

The Provider agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

- H. Provider agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law. Provider agrees to follow the requirements of Administrative Code DHS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin, and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.
- I. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.

II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. Provider shall retain any record required to be kept on behalf of Purchaser for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. It is understood that in the event this Agreement terminates for any reason, Purchaser, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement. If, as the result of the expiration or termination of this Agreement, Provider discontinues services provided under this Agreement to any client who continues to require such service, Purchaser shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by Provider under this Agreement.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- E. In the event that the Provider meets the criteria of a qualified service organization as defined in 42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted

by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.

- F. Provider agrees to assist Purchaser in promptly fulfilling any public records request, in the manner determined by Purchaser, of a record not protected by a law requiring confidentiality that Provider keeps or maintains on behalf of Purchaser.

III. REPORTING

- A. Provider shall submit all required evaluation reports within the time frames identified in this contract. Failure to submit required reports according to identified time frames will result in Purchaser withholding payments until the reports are received by Purchaser. Provider may seek an extension if it is determined the delay is a result of circumstances beyond Provider's control. Additional reporting may be required for programs funded with federal or state grant money, or other designated fund sources.
- B. If notified by Purchaser, Provider will submit a report by the 10th day of the following month showing authorized clients and units provided.

IV. FISCAL RESPONSIBILITIES

- A. Charge no more than 10% for management and general expenses as defined in proposal application. The 10% costs can be computed on program expenses only.
- B. Charge no greater amount than defined in proposal application for profit which will be computed as per the Allowable Cost Policy (private for-profit provider).
- C. Provider agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.
- D. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHS or DCF *Allowable Costs Policy Manual*.)
- E. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- F. Submit a written request to Racine County to expend any reserve amounts. The request must be submitted no later than 30 days after receipt of the audit. The request for expenditure of reserve amounts must specify the proposed purpose of utilizing the reserve amount. Reserve amounts not approved by HSD will be refunded to Racine County.
- G. Upon completion of the audit review by Purchaser, if Provider received funds in excess of actual allowable costs or actual unit costs, or if Purchaser has identified disallowed costs, Provider shall refund excess monies to Purchaser at the time of audit submission as per Section IV G. If Provider fails to return funds paid in excess and fails to request expenditure of any reserve amount or is denied the request to expend any reserve amount, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- H. If the Provider requests an advance payment in excess of \$10,000.00, the Provider agrees to supply a surety bond per s. 46.036(3)(f) Wis. Stats. The surety bond must be an amount equal to the amount of the advance payment Provider has requested.

- I. **Requirement to Have an Audit.** Unless waived by Racine County, the sub-recipient (auditee) shall submit an annual audit to Racine County if the total amount of annual funding provided by Racine County (from any and all of its Divisions taken collectively) for all contracts is \$25,000 or more. In determining the amount of annual funding provided by Racine County the sub-recipient shall consider both: (1) funds provided through direct contracts with Racine County and (2) funds from Racine County passed through another agency which has one or more contracts with the sub-recipient.
- J. **Audit Requirements.** The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statutes § 46.036 and § 49.34, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the sub-recipient is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
1. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.
 2. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
 3. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$25,000 in pass-through money from Racine County as determined by Wisconsin Statute § 46.036.
 4. The DCF appendix to the SSAG contains additional DCF-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DCF sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$25,000 in pass-through money from Racine County as determined by Wisconsin Statute § 49.34. Audits must be performed in accordance with the SSAG and the DCF appendix unless required by contract to follow the Provider Agency Audit Guide (PAAG).
- K. **Source of Funding.** Funding could be a mixture of state/federal/local funds. Sub-recipients may request confirmation of funding information when it becomes available to Racine County from the state. The information will include 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 the contract.
- L. **Audit Reporting Package.** A sub-recipient that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to Racine County a reporting package which includes the following:
1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.

2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
6. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Supplemental Schedule is only required if the sub-recipient is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Supplemental Schedule is only required if the sub-recipient is a for-profit entity.
9. *Additional Supplemental Schedule(s) Required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For sub-recipients that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Racine County shall include all of the above items except items 4 and 5.

M. **Audit Due Date.** Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

N. **Submitting the Reporting Package.** The auditee or auditor must send a copy of the audit report to all granting agencies that provided funding to the auditee. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.

Audit reports should be sent to:

Racine County Human Services
Attn: Accountant Supervisor, Contracts & Audits
1717 Taylor Avenue
Racine, WI 53403

O. **Access to Auditee's Records.** The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The auditee shall permit appropriate representatives of Racine County to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of Racine County to conduct or arrange for other audits or review of federal or state programs. Racine County shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

P. Access to Auditor's Work Papers. The auditor shall make audit workpapers available upon request to the auditee, Racine County or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

Q. Failure to Comply with Audit Requirements. Racine County may impose sanctions when needed to ensure that auditees have complied with the requirements to provide Racine County with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

1. The auditee did not have an audit.
2. The auditee did not send the audit to Racine County or another granting agency within the original or extended audit deadline.
3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
5. The auditee does not cooperate with Racine County or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

R. Sanctions. Racine County will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
5. Charging the auditee for all loss of federal or state aid or for penalties assessed to Racine County because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that Racine County determines is necessary to protect federal or state pass-through funding.

- S. **Close-Out Audits.** A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the auditee ceases operations or 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 Racine County upon written request from the sub-recipient, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The auditee shall ensure that its auditor contacts Racine County prior to beginning the audit. Racine County 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 auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by Racine County is the responsibility of the auditee.

Racine County may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Racine County may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

V. INDEMNITY AND INSURANCE

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.
- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.
- C. The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
 - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum

coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. 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) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.

- D. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.
- E. Provider is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Provider agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Provider's insurance.

VI. AUTHORIZATION PROCESS

- A. No services will be paid for unless the services are authorized by the Purchaser or the Purchaser's designee. Authorization will be determined solely on the prospective client's need for services as determined by Purchaser. Purchaser shall not be liable for payment of services rendered to potentially eligible clients unless Provider complies with the request for authorization procedures as outlined in this agreement and as may be agreed to from time to time by the parties in writing.
- B. Purchaser designates the case manager as the agent for the Purchaser in all matters regarding the care of the person for whom service is being sought. The authority of the case manager as agent includes but is not limited to the following:
 - 1. To participate in the development of and approve or disapprove the individual care plan for each authorized individual.
 - 2. To approve or disapprove the care provided.
 - 3. In the case of out-of-home placements, to visit the facility and to contact the authorized resident at any time.
 - 4. To review the records of any authorized individual during normal business hours and to monitor the performance of services provided to authorized individuals. The Provider will cooperate with the Purchaser in these efforts and will comply with the requirements of monitoring plans.
 - 5. In the case of out-of-home placements, to be notified by the Provider within one day of any significant change in the condition of any purchaser-supported resident.

VII. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) and the Contract Information for Agencies cover sheet by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.

- B. All 2016 Provider billings must be received by the Purchaser on or before January 20, 2017, or in the case of termination of contract during the contract period, 20 days after effective date of termination.
- C. Purchaser shall not be held financially liable for any payment for service received from Provider if the billing for such service is received 90 days or more from the date of the service provided to the respective client.
- D. HSD shall not assume liability for insurance co-payments, spenddowns, or other forms of joint payments.
- E. Method of payment shall be one of the following, as specified in Section XII:

Unit Rate Billing:

Provider shall bill per client on Purchaser authorization/billing form (Fiscal A-5 or A-6). Such billings will include authorized clients, authorized units per client, units of service provided per client, the unit rate, the gross monthly charge, collections, and net cost per client. Purchaser will pay the net cost for authorized only services.

1/12 Reimbursement:

Provider shall be reimbursed monthly at an amount not to exceed 1/12 of the total contract.

Reimbursement of Actual Expenses

Provider shall bill Purchaser monthly on the appropriate line of the Purchaser's Contract Information for Agencies Form (CIA). Provider shall be reimbursed for actual program expenses reported on the CIA Form. Provider shall maintain financial statements or other documentation of total program expenses submitted for payment. Actual expenses cannot exceed the total amount specified in the contract without renegotiation.

- F. Collections
 - 1. Provider agrees to use due diligence to ascertain from clients and prospective clients all potential sources of payment and sources of revenue to pay for the services. Specifically, the Provider agrees not to bill for clients covered by Title 19, Medicare, private insurance which covers the charges for the service received; or have the ability to pay for the needed services.
 - 2. If Purchaser authorizes services and it is determined that a third party payor is obligated to pay for the services or the patient has the ability to pay, Provider will not request further payment from Purchaser for services, and Provider shall reimburse Purchaser the amount reimbursed by the third party for prior services by crediting Purchaser on the next billing. All payments by the patient or third parties made to Provider for services previously paid for by Purchaser shall be credited to Purchaser on the next billing.
 - 3. Provider will charge a uniform schedule of fees as defined in s. 46.031(18), Wis. Stats., unless waived by Purchaser with written approval of the Department of Health and Family Services. In the case of clients authorized and funded under the Community Options Program and the Medicare Waiver programs, the clients and their families may be liable to pay for services under policies and procedures developed under the *Community Options Program Cost Sharing Guidelines* and the *Medicaid Waiver Guidelines*.
 - 4. Monies collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract as specified in Section VII F(2).

5. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.
- G. Purchaser reserves the right to decrease units of service to meet actual needs. An increase in the units of service to be provided may be negotiated at the discretion of Purchaser.

VIII. NON-DISCRIMINATION

- A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).
- B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatically accessible" to recipients (real or potential) of said services and programs (e.g., change time/location of service).
- E. Provider agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. Provider agrees to train staff in human relations techniques and sensitivity to persons with disabilities. Provider agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Provider agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in Provider's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in Provider's programs and services.
- F. Provider agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. Provider agrees that it will employ staff with bilingual or special foreign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. Provider will provide, free of charge, all documents

necessary to its clients' meaningful participation in Provider's programs and services in alternative languages appropriate to the needs of the client population. Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in Provider's programs and services.

- G. Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is available at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this Agreement. Providers agrees to develop and attach to this Agreement a Civil Rights Compliance Letter of Assurance regardless of the number of employees and the amount of funding received.
- H. Provider agrees to comply with the Purchaser's civil rights compliance policies and procedures. Provider agrees to comply with civil rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. Provider agrees to furnish all information and reports required by the Purchaser as they relate to affirmative action and non-discrimination. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- I. Provider shall post the Equal Opportunity Policy; the name of the Provider's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Provider shall supply to the Purchaser's contract administrator upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- J. In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall include a statement to the effect that Provider is an "Equal Opportunity Employer."

IX. GENERAL CONDITIONS

- A. Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser, unless otherwise provided herein. Claims for money due to Provider from Purchaser under this Agreement may be assigned to a bank, trust company or other financial institution without County consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to Provider shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. Provider shall furnish Purchaser with notice of any assignment or transfer.
- B. CONFIDENTIALITY.
 - 1. Provider agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, the parties agree that:
 - a. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
 - b. Provider knows and understands it is not entitled to any client specific

information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.

- c. Upon request from Purchaser, client specific information, including, but not limited to, treatment information, shall be exchanged between the parties consistent with applicable federal and state statutes, for the following purposes:
 - i. Research (names and specific identifying information not to be disclosed);
 - ii. Fiscal and clinical audits and evaluations;
 - iii. Coordination of treatment or services; and
 - iv. Determination of conformance with court-ordered service plans.
2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.
 - a. The Provider agrees to comply with the federal regulations implementing the HIPAA and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Agreement.
 - b. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the Purchaser must comply with all provisions of the law. If Purchaser has determined that Provider is a "Business Associate" within the context of the law, Provider will sign and return an approved Business Associate Agreement, which will be included and made part of this Agreement.
- C. Provider agrees to cooperate with departments, agencies, employees, and officers of Purchaser in providing the services described herein. Where Provider furnishes counseling, care, case management, service coordination or other client services and Purchaser requests Provider or any of Provider's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this agreement include Provider making itself or its employees available to provide such evidence requested by Purchaser as authorized by law.
- D. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this agreement. Any party changing its address shall notify the other party in writing within five (5) business days.
- E. In order for Provider and the people Provider serves to be prepared for an emergency such as tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, Provider shall develop a written plan that at a minimum addresses: (1) the steps Provider has taken or will be taking to prepare for an emergency; (2) which of Provider's services will remain operational during an emergency; (3) the role of staff members during an emergency; (4) Provider's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility; (5) evacuation routes, means of transportation and use of alternate care facilities and service providers (such as pharmacies) with which Provider has emergency care agreements in place; (6) how Provider will assist clients/consumers to individually prepare for an emergency; and (7) how essential care records will be protected, maintained and accessible during an emergency. A copy of the written plan should be kept at each of Provider's office(s). Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

- F. During the term of this Agreement, Provider shall report to the Purchaser's contract administrator, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Provider has violated a statute or regulation regarding labor standards or relations. If an investigation by the Purchaser results in a final determination that the matter adversely affects Provider's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, Purchaser may take such action. Provider may appeal any adverse finding as set forth at Article X.
- G. This Contract is contingent upon authorization of Wisconsin and United States Law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- H. Purchaser may investigate any complaint received concerning the operation and services purchased including review of clinical service records and administrative records subject to restrictions by law. This may include contacting clients both past and current as required.
- I. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with the understanding of the resolution of the complaint.
- J. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- K. All capital equipment purchased with funds from this contract may at the discretion of Racine County revert to Racine County at the termination of this contract period or subsequent contract periods. Computer equipment authorized within this contract budget will require Purchaser's approval prior to purchase and authorized payment.
- L. Provider shall acknowledge Racine County as a funding source in all manner of communication including letterhead, brochures, pamphlets, and other forms of media exposure. Racine County may at its discretion identify the type of acknowledgment necessary for recognition.
- M. Provider agrees to list all external job vacancies on Job Net.
- N. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by Purchaser of any breach of the covenants of this Agreement or a waiver of any default of Provider. The making of any such payment or acceptance of any such service or product by Purchaser while any such default or breach shall exist shall in no way impair or prejudice the right of Purchaser with respect to recovery of damages or other remedy as a result of such breach or default.
- O. Provider may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by the parties, the invention(s) shall be jointly owned.
- P. PENALTIES.
 - 1. Provider shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by Purchaser. Concurrent with notification, Provider shall submit either a request for an alternative deadline or other course of action or both. Purchaser may grant or deny the request. Purchaser has the prerogative to withhold payment to Provider upon denial of request or until any condition set by Purchaser is met. In the case of contracts that have been renewed or continued

from a previous contractual period, Purchaser may withhold payment in the current period for failures that occurred in a previous period.

2. If Purchaser is liable for damages sustained as a result of breach of this Agreement by Provider, Purchaser may withhold payments to Provider as set off against said damages.
3. If, through any act of or failure of action by Provider, Purchaser is required to refund money to a funding source or granting agency, Provider shall pay to Purchaser within ten (10) working days, any such amount along with any interest and penalties.

Q. This Agreement or any part thereof, may be renegotiated at the option of Purchaser in the case of: (1) increased or decreased volume of services; (2) changes required by Federal or State law or regulations or court action; (3) cancelation, increase or decrease in funding; (4) changes in service needs identified by Purchaser; (5) Provider's failure to provide services purchased; or (6) upon any mutual agreement. Provider agrees to renegotiate in good faith if Purchaser exercises this option. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by both parties. If Provider refuses to renegotiate in good faith as required by this section, Purchaser may either terminate the Agreement or unilaterally adjust payments downward to reflect Purchaser's best estimate of the volume of services actually delivered by Provider under this Agreement.

X. RESOLUTION OF DISPUTES: The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of this Agreement and Chapter 68, Wis. Stats.

- A. **Good Faith Efforts.** In the event of a dispute between the parties involving the interpretation or application of the contents of this Agreement, the parties agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, the parties shall follow the following procedure to resolve all disputes:

Step 1: Provider shall present a description of the dispute and Provider's position, in writing, to Purchaser's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting Provider's position. Failure to timely provide said document constitutes a waiver of Provider's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, Purchaser's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: Provider's Chief Executive Officer or designee may request a review of the initial decision by mailing a written request to Purchaser's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

Step 5: Purchaser's Human Services Director shall respond to the request for review by mailing a final written decision to Provider within fifteen (15) working days of receipt of the request.

Step 6: Provider's Chief Executive Officer or designee may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the

postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to Provider within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. Client Grievance Procedure.

1. Provider shall have a written client grievance procedure approved by Purchaser, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, Provider will cooperate with County in providing notice of said eligibility to clients.

XI. TERMINATION, SUSPENSION AND/OR MODIFICATION

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon sixty (60) days written notice.
- B. Failure of Provider to fill any of its obligations under the Agreement in a timely manner or violation by Provider of any covenants or stipulations contained in this Agreement shall constitute grounds for Purchaser to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 1. Violation by Provider of any state, federal or local law, or failure by Provider to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 2. Failure by Provider to carry applicable licenses or certifications as required by law.
 3. Failure of Provider to comply with reporting requirements contained herein.
 4. Inability of Provider to perform the work provided for herein.
 5. Exposure of a client to immediate danger when interacting with Provider.
- D. In the event of cancellation or reduction of state, federal or county funding upon which Purchaser relies to fulfill its obligations under this Agreement, Provider agrees and understands that Purchaser may take any of the following actions:
 1. Purchaser may terminate this Agreement, upon thirty (30) days written notice.
 2. Purchaser may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 3. Purchaser may reduce funding to Provider upon thirty (30) days written notice. If Purchaser opts to reduce funding under this provision, Purchaser may, after consultation between Provider and Purchaser's contract manager or designee, specify the manner in which Provider accomplishes said reduction, including, but not limited to, directing Provider to reduce expenditures on designated goods, services and/or costs.

- E. Failure of Racine County or the State or Federal governments to appropriate sufficient funds to carry out Purchaser's obligations hereunder or failure of Provider to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by Purchaser under this Agreement are not subject to the review process set forth in Article X of this document.

XII. CONTRACT CONSTRUCTION AND LEGAL PROCESS

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to Provider for examination does not constitute an offer. Provider warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where Provider intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, Provider shall first obtain the written permission of Purchaser; and further, Provider shall ensure that it requires of its subcontractor the same obligations incurred by Provider under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

XI. COST AND SERVICES TO BE PROVIDED

A. Purchaser agrees to pay Provider for the actual services which are described in Exhibit A and rendered by Provider at the contracted amount.

B. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section and described in Exhibit A will not exceed the total contracted dollar amount.

Account #	Program	Total	Units	Unit Rate	Method of Payment
1541809	Business Services	\$ 64,350	N/A	N/A	Actuals
1541803	Business Services - Business Consultant Youth	\$ 80,000	N/A	N/A	Actuals
1541807	Resource Room Triage Specialist	\$ 56,289	N/A	N/A	Actuals
1541803	Entrepreneurial Award (Apollo) - WIA-Admin	\$ 2,000	N/A	N/A	Actuals
1541807	Resource Room Team Leader	\$ 78,909	N/A	N/A	Actuals
1553990	Receptionist	\$ 90,000	N/A	N/A	Actuals
1541803	WIA Youth Services	\$ 272,000	N/A	N/A	Actuals
1541803	WIA Employment Consultants	\$ 134,000	N/A	N/A	Actuals
1541990	Workforce Development Supervisor for period 3/15/16-12/31/16	\$ 62,000	N/A	N/A	Actuals
1541990 10360.6490	Children First Administrative Assistant for period 4/25/16-12/31/16	\$ 25,000	N/A	N/A	Actuals
1545604	Windows to Work Program for period 8/1/16-12/31/16	\$ 29,000	N/A	N/A	Actuals
1541803	Gateway to Careers-Bootcamp CM for period 8/1/16-12/31/16	\$ 32,000	N/A	N/A	Actuals

Approved by HSD Fiscal Mgr. 

PROGRAM DESCRIPTION

Business Services

Business Services

The Racine County Workforce Development Center's Business Services Team works collaboratively to provide services to employers to meet their workforce needs and avoid duplication of services.

The Provider shall employ 2.0 FTE Business Consultants to provide services to employers to meet their workforce needs. Business services include: job posting assistance, workforce and labor market information, recruitment assistance (job fairs, specialized recruitments, pre-screening services, skill testing), recruitment skill building (new strategies for recruitment, effective interviewing, job order writing, job analyses, training incumbent and new workers), information about incentives such as Work Opportunity Tax Credit, bonding, training reimbursement, and business resources (through labor law clinics, information on unemployment taxes, workers compensation, and equal rights, etc.), and implement opportunities for business to connect with young adults/job seekers through internships, apprenticeships, job shadowing opportunities company tours, company guest speakers, etc.

Apollo Award

The Racine County Workforce Development Board's Entrepreneurial Award, the "Apollo Award", recognizes a new and innovative business in Racine County. The award includes a \$2,000 cash award to be used in the area of marketing, product development or research and development to assist the recipient with long term sustainability. Award recipients shall receive a one-time payment or time-phased increments not to exceed the award amount. Payment of the award shall be distributed by the Provider (RAMAC) in compliance with award guidelines. The Provider will be notified by the WDB of the award recipient.

PROGRAM DESCRIPTION

Resource Room Team Leader

The Provider will employ 1 FTE Team Leader for the e Resource Room/Career Development Center. The team leader is responsible for the Resource Room/Career Development Center functional team and shall facilitate the effective operation of the designated area and ensure quality services are delivered. The team leader shall also be responsible for assuring that resources and services provided in the Resource Room/CDC meet the workforce needs of employers and job seekers. In addition, the team leader shall possess the management and leadership skills needed to foster team work and achieve the mission and vision of the WDC, specifically in relationship to providing job seekers with the tools to conduct an effective job search leading to entered employment. Staff must be knowledgeable in the area of sectors, demand driven occupations and other data essential to understanding the labor market. The team leader will also participate as a member of the WDC Leadership Team.

Staff must possess at a minimum five years professional experience organizing, planning and developing programs and services at a management level including formal supervisory experience, knowledge and experience working with a diverse populations, recruiting, utilizing assessment tools, systems analysis, staff administration, program administration and possess excellent customer service skills. Candidate must have the ability to delegate, monitor and evaluate complex and technical programs and the ability work in a fast paced environment demonstrating flexibility and the ability to adapt to change. The candidate shall possess excellent communication skills (verbal and written).

PROGRAM DESCRIPTION

Resource Room Triage Specialist

Provider will employ 1.0 FTE Resource Room Triage Specialist to assist job seekers find employment through the development of an effective job search process. Staff will demonstrate and coach customers in the use of specialized software for producing high quality resumes and cover letters. The Specialist will also help job seekers identify marketable skills, improve resume content, proof resumes and make suggestions for improvement. Staff will encourage and advise job seekers in conducting a successful job search, including internet job searches. Where appropriate, the Specialist will refer customers to other services, to include career counseling, educational resources and support services. Staff must have good written and verbal skills, experience and knowledge in training and development, job coaching, interviewing techniques, vocational and employment related assessments, labor market information and enjoy working with the public and possess excellent customer service skills.

PROGRAM DESCRIPTION

Receptionist

Provider will hire 2 FTE receptionists to greet all customers entering the Racine County Dennis Kornwolf Service Center. These customers will either be directed to the appropriate floor or staff will be notified of their arrival.

Basic Function

This position is responsible for greeting, answering inquiries and obtaining information for the general public, customers, visitors and other individuals entering or calling the Racine County Workforce Development Center. All customers will be directed to the appropriate services/programs or staff will be notified of the customer's arrival.

Essential Duties

1. Promptly, accurately, professionally and courteously answers all telephone calls and greets visitors to determine what service is being requested. Directs customers to appropriate floor.
2. Promptly, accurately, professionally and courteously assesses received calls/inquires and explains services of the Workforce Development Center. Directs callers to the appropriate individual or department. Assists callers in leaving messages in Voice Mail.
3. If necessary, notifies worker of the presence of the customer.
4. Dispenses specific program applications as appropriate and/or refers the customer or caller to Information and Assistance or the Aging and Disability Resource Center.
5. Maintains a thorough working knowledge of and adheres to organization policies, regulations and procedures.
6. Respects confidentiality in discussing participant/customer, staff, volunteer and organizational matters.
7. After Benefit Issuance Office is closed, accepts completed applications for assistance and forwards them to appropriate individuals.
8. Dispenses forms, messages, materials and documents left at the Reception Desk for customers by staff.
9. Accepts and date stamps forms, messages, materials and documents for individuals and routes to appropriate staff.
10. Performs clerical duties and projects as assigned.

Supervision Received

Receives supervision from the Resource Room Team Leader or Division Managers.

Qualifications

- Passing score on OPAC's Language Arts, filing, tests.
- Prior office experience.
- Typing speed of 40 w.p.m. with 95% accuracy
- Prompt and regular attendance

Knowledge, Skills and Abilities

- Ability to effectively communicate orally and in writing.
- Ability to deal effectively with the general public and other employees.
- Ability to relay information and instructions clearly and concisely.
- Ability to handle multiple tasks.

PROGRAM DESCRIPTION

WIA Employment Consultants

Vendor will provide contracted staff and payroll services for the following positions:

The Provider will employ 2.0 FTE (WIA/WIOA Employment Consultant) staff for the WDC Specialized Services to Targeted Population team. The program will provide WIA customers with assessment, planning, basic or remedial education, training, counseling, coaching, case management services, job search skills, job placement and follow-up and other intensive services as defined in the Workforce Investment Act, needed for participants to become positive contributing workers and citizens.

The program will increase awareness of attitudes, expectations and performance associated with the world of work. It will reinforce the need for training and education to increase job marketability and provide customers with an opportunity to contribute to their own economic stability.

The Service Provider will follow the Workforce Investment Act Plan and policies adopted by the Racine County Workforce Development Board and management of the Workforce Development Center. The Board intends customers to move as quickly as possible from unemployment or dislocation to re-employment. Finding suitable work, which meets the economic outcome as defined in the grant(s), is the primary goal of the program and initial efforts should be directed toward assisting customers find employment.

If training, education, or skills upgrades are determined to be necessary to obtain the outcome, the Service Provider shall utilize an Individual Training Account, customized training, on-the-job training, or other approved method to insure the customer meets the outcome. When on-the-job training or customized training is the chosen approach, the Service Provider will coordinate activities with the designated Business Consultant to develop appropriate options for the customer.

The Service Provider will participate as a member of the local WDC Dislocation Services Presentation team. The team provides information to affected workers at a site that is convenient for the workers. The presentation will provide the affected workers with an overview of services available and completion of the worker assets and needs survey.

The Service Provider will recruit and take applications from individuals interested in services. The case manager will be responsible for learning and utilizing ASSET and other associated systems.

The Service Provider will, in collaboration with the customer, develop an Individual Service Plan (ISP). The Service Provider will identify barriers to re-employment and identify employment goals in partnership with the customer. The ISP will further contain a plan detailing which services the customer will need to obtain employment and a timeline to that end. The ISP may include some of the following services of the Workforce Development Center: Academic Improvement, Career Counseling, Workshops, and Resource Room assistance.

The Service Provider will monitor attendance and progress during program activities. The Service Provider will create personal case notes for each customer. Contact with the customer should occur each month. Each customer contact shall be documented, in detail, in the case notes and in ASSET. The anticipated duration in weeks of any enrollment activity will be noted. The customer and the Service Provider will update the ISP at least semiannually.

The Service Provider will work with the Business Services Consultants, Community Based Organizations and on special projects developed by RCWDC staff or as directed by the Racine County Workforce Development Board.

Funding

The amount of available funding is dependent upon federal legislation and the continued allocation of funding from the State of Wisconsin to the County. Funding levels may change. The County reserves the right to change the contract to reflect those changes.

PROGRAM DESCRIPTION

WIA Youth Services

Vendor will provide contracted staff and payroll services for the following positions:

120 youth

The Provider will employ 4 FTE Youth Case Managers that will be responsible for determining program eligibility, file maintenance, and collecting and documenting the required enrollment paperwork, entering information into ASSET including the progression and successful completion of workforce development services for targeted youth, program eligibility and other requirements under the Workforce Investment Act/Workforce Innovation Opportunity Act. Service provision will be holistic, comprehensive and customer focused. The Provider will leverage and integrate Workforce Investment Act/ Workforce Innovation and Opportunity Act funded services with other services provided throughout the community including those available through the Workforce Development Center and other youth-serving agencies. A primary and direct responsibility of the Provider will be to establish a positive, trusting relationship with each enrolled youth. This will include ongoing contact and support.

The Provider's ultimate responsibility will be to assist each individual youth in developing skills, attaining an education level, pursuing advanced education or training and obtaining permanent employment. To accomplish this each enrolled youth will receive an objective assessment and develop an individual service strategy that outlines meaningful, realistic goals and strategies that result in a continuum of accomplishments leading the youth toward his or her long-term goals. Assessment and service planning will be ongoing. As deemed beneficial and appropriate, each youth will be provided access to the following:

1. Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies
2. Alternative secondary school offerings or dropout recovery services
3. Paid and unpaid work experiences with a academic and occupational education component
4. Occupational skill training, with a focus on recognized postsecondary credentials and in-demand occupations
5. Leadership development activities (e.g., community service, peer-centered activities)
6. Supportive services
7. Adult mentoring
8. Follow-up services for at least 12 months after program completion
9. Comprehensive guidance and counseling, including drug and alcohol abuse counseling
10. Integrated education and training for a specific occupation or cluster
11. Financial literacy education
12. Entrepreneurial skills training
13. Services that provide labor market information about in-demand industry sectors and occupations
14. Postsecondary preparation and transition activities

In support of local priorities, youth will be prepared for success in the local economy through:

1. Increasing educational attainment and promoting engagement in education and civic opportunities
2. Preparing youth for ongoing training and education to advance along industry specific career pathways
3. STEM initiatives including preparation for technology-related employment or for technology use within employment
4. Fostering a creative culture that inspires youth and creates a sense of excitement and belonging within Racine County
5. Financial literacy

The service Provider is expected to operate within a quality systems framework. The service Provider may engage partnerships, benchmarking, feedback systems, staff development outcome management and other quality principles to ensure the highest quality services are available to local youth.

Funding

The amount of available funding is dependent upon federal legislation and the continued allocation of funding from the State of Wisconsin to the County. Funding levels may change. The County reserves the right to change the contract to reflect those changes.

PROGRAM DESCRIPTION

Workforce Development Supervisor

Vendor will provide contracted staff and payrolling services for the following position:

The Provider will employ 1 FTE Workforce Development Supervisor that will be responsible for supervising the day to day operation of the Workforce Innovation and Opportunity Act staff and other grant supported projects that help develop workforce talent.

Essential Duties

1. Organize the flow of work.
2. Review cases to assure accuracy of program eligibility, services provided and required documentation.
3. Lead, coach, develop and retain high-performance staff.
4. Participate in the formulation of policy and procedures and disseminate staff.
5. Participate in meetings of Workforce Development Division leadership.
6. Assist in the evaluation of contracted staff performance with contracting organizations.
7. Prepare reports in compliance with grant requirements.
8. Maintain oversight of support and training services budgets.
9. Keep abreast of day to day changes in state and federal regulations regarding programs.
10. Insure department compliance with state and federal rules, regulations and laws pertaining to program requirements and policies.
11. Prepare written correspondence, reports and directives.
12. Responsible for analyzing and evaluating program operations and implement actions to meet program outcomes.
13. Responsible for monitoring and tracking performance outcomes and corrective action plans for assigned programs.
14. Oversee workforce programs and ensure program outcomes are successfully achieved.
15. Understand and interpret rules and regulations applicable to Workforce Innovation and Opportunity Act and its predecessor the Workforce Investment Act and other grant supported projects.
16. Assist in the development of RFPs, contracts and procurement activities.
17. Hire and train staff in partnership with contract agencies.
18. Represent the division on local, regional and statewide committees and special projects as assigned.

Supervision Exercised

Has functional supervisory responsibility for Workforce Services teams and direct responsibility to County staff assigned to teams.

Supervision Received

Receives general supervision from the Workforce Services Manager.

Qualifications

Education and Experience

- Bachelor's degree in Public Administration, Business Administration, or a related field.
- Three years workforce or talent development experience.
- Three years supervisory experience.
- Wisconsin driver's license for necessary travel. Personal automobile, if used for work-related travel, must be covered by an automobile liability insurance policy.
- Prompt and regular attendance.

*Or any equivalent combination, training and experience, which provides the requisite knowledge, skills and abilities

Knowledge Skills & Abilities

- Ability to work well with a diverse population.
- Ability to communicate effectively both orally and in writing.
- Knowledge of community resources.
- Knowledge of WIA and WIOA policy and procedures and state and federal laws.
- Extensive knowledge and expertise of employment and training program requirements and practices, eligibility determination and documentation, effective service delivery and case management, and performance accountability.
- Ability to work independently with a high attention to detail.
- Knowledge of process improvement techniques.
- Excellent project management skills and strong leadership capabilities.
- Ability to think strategically and execute new ideas in fast-paced environment.
- Knowledge of public administration and general management principals, practices and techniques, including federal, state and local government operations and of local service delivery resources and local service agencies resources.

This description has been prepared to assist in properly evaluating various classes of responsibilities, skill, working conditions, etc., present in the classification. It is intended to indicate the kinds of tasks and characteristic levels of work difficulty that will be required of positions that will be given this title. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or in any way modify the right of any supervisor to assign, direct and control the work of employees under supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

PROGRAM DESCRIPTION

Children First Administrative Support Specialist

Vendor will provide contracted staff and payrolling services for the following position:

The Provider will employ 1 FTE Children First Administrative Support Specialist that will be responsible to greet visitors, answer telephone and perform other clerical duties as assigned..

Essential Duties

1. Greet and direct customers.
2. Notify staff members via phone or pager when someone is here to see them.
3. Answer telephone calls to the main telephone for the facility and direct these calls to the appropriate individual or department. Assist callers in leaving messages in voice mail.
4. Page announcements as required.
5. Complete and schedule weekly court calendar.
6. Complete client registration.
7. Schedule customer for weekly orientations.
8. Enter data into spreadsheets.
9. Copy and create enrollment folders or other documents.
10. Filing of reports and customer records.
11. Provide clerical support for Children First and Workforce Jail Services program.
12. Provide coverage for Child Support reception area during lunch, breaks, vacations and absences.
13. Provide clerical support services as assigned.

Supervision Received

Receives supervision from the Workforce Services Manager with day-to-day operational direction from Children First staff.

Qualifications

- High school diploma or G.E.D.
- Passing score on OPAC's Alphabetic Filing and Basic Math tests.
- Type 30 net w.p.m. with 95% accuracy.
- Prompt and regular attendance.

Knowledge, Skills, and Abilities

- Prior office experience.
- Ability to understand and carry out written and oral instructions.
- Ability to impart information and instructions clearly and concisely.
- Ability to communicate with the public in a tactful and courteous manner.
- Ability to remain calm and perform duties accurately in crisis or emergency situations.
- Must possess excellent communication skills and demonstrate proper telephone etiquette.

Physical Requirements

- Must be able to exert up to 20 lbs. force to perform push/pull activity on occasional basis (0-33% of workday).
- Must be able to perform occasional bending (0-33% of workday).
- Requires constant use of bilateral upper extremities (67-100% of workday).

Working Conditions

- Works in well lighted and ventilated areas
- Subject to frequent interruptions
- Subject to involvement with personnel, visitors, state and federal agency personnel and residents on a frequent basis.

- Will have contact with the ill, elderly, disabled, mentally ill, emotionally upset, and at times, hostile residents within the facility.

This description has been prepared to assist in properly evaluating various classes of responsibilities, skills, working conditions, etc., present in the classification. It is intended to indicate the kinds of tasks and characteristic levels of work difficulty that will be required of positions that will be given this title. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or in any way modify the right of any supervisor to assign, direct and control the work of employees under supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

PROGRAM DESCRIPTION

Gateway To Careers – Boot Camp

The Provider will employ (1) one FTE Employment Consultant to provide coaching and case management services to the Gateway to Careers Initiative.

The vendor shall perform the following tasks: compile application packets, prepare and distribute marketing and communication regarding the initiative, coordinate orientation sessions, coordinate industry tours, screen and interview applicants, assess applicants' basic skills in math and reading, assist with resume writing and interviewing skill development, coordinate mock interviews, monitor and coach program participants through the training program to ensure completion, promote completion ceremonies, assist with job placement, and provide retention services up to six months after boot camp graduation

PROGRAM DESCRIPTION

Windows to Work Program

The Provider will employ one (1) FTE Case Manager. The Provider is responsible for implementing the Windows to Work Program in Southeastern Wisconsin. Windows to Work is a Wisconsin Department of Corrections Program to reduce recidivism. The program offers pre-and post-release services that incorporates a cognitive behavioral approach to providing services. Thinking for Change curriculum, an evidenced-based curriculum, is incorporated into the program. Other services offered include: release planning, employability skills training, interpersonal and social skills training, goal setting, financial literacy, and assistance with obtaining and retaining employment. The provider will serve a minimum of 25 participants.

PROGRAM EVALUATION

Business Services

1. Staff is responsible for serving area employers and meeting identified team goals.
2. 100% of the time positions are filled with qualified staff.
3. Vendor will provide WDC Manager with appropriate outcomes by November 1, 2016.

An Evaluation Outcome Report containing program strengths, weaknesses, successes as well as other qualitative and quantitative data must be submitted to the WDC Manager and Racine County HSD Contract Monitor by 2/1/17.

Apollo Award

1. Recipient must sign an Award Terms of Acceptance.
2. Recipient must provide a written statement describing how the award impacted the success of their organization and the statement must be submitted to the WDC Manager six to nine months from the award date.

An Evaluation Outcome Report containing program strengths, weaknesses, successes as well as other qualitative and quantitative data must be submitted to the WDC Manager and Racine County HSD Contract Monitor by 2/1/17.

Resource Room Team Leader

1. Program and activity reports shall be provided to the WDC Manager by the 15th of each month.
2. Implement and facilitate procedures for the day-to-day operations of the team.
3. Facilitate the implementation of strategies for meeting the goals and objectives of the center.
4. Bring team issues to the Leaderships Team for discussion and resolution.
5. All reporting requirements are met.
6. Action plan goals are met.
7. The Provider, as the employing entity, will support the compliance of RCDKSC and WDC policies and procedures by their staff, including days and hours of operation.
8. 100% of the time the position is filled with qualified staff.

An Evaluation Outcome Report containing functional area strengths, weaknesses, success, recommendations as well as other qualitative and quantitative data must be submitted to the WDC Manager and Racine County HSD Coordinator of Contract Services by 2/1/17

WIA Employment Consultants

1. Maintain an active caseload of a minimum of no less than 200 customers each year..
2. 35% of the total dollars authorized for ITAs must lead to high wage/high demand occupations.
3. The Provider shall adhere to all reporting requirements.
4. The Provider shall maintain active enrollment of customers, defined by participation and progress as noted in case notes.
5. Fiscal reports and documentation of fiscal disbursement will be accomplished with 100% accuracy.
6. One hundred percent of the time, enrollment, transfer and termination notification will reach the WDC staff (team leader) within 5 days.
7. The Provider shall meet all program and performance standards developed by the US Department of Labor, State of Wisconsin Department of Workforce Development and Racine County Workforce Development Board.
8. The Provider shall meet all Federal WIA/WIOA performance outcomes. (Note: Provider is responsible for meeting existing and revised Federal and State performance outcomes.)

<i>Adults</i>	
Entered Employment	87.4 percent
Average Earnings	\$12,338
Retention Rate	89.7 percent
<i>Dislocated Worker</i>	
Entered Employment Rate	81.1 percent
Average Earnings	\$18,000
Retention Rate	95.7 percent

10. Monthly reports shall be submitted to the Team Leader/Strategic Coordinator by the 5th of each month. The reports may include, but are not limited to the following information:

- Active job search customers
- Active training customers
- Active OJTs
- Follow up customers
- Employed
- Exit with cause
- Non-responsive
- Entry Wage
- Exit Wage
- Dislocation Presentations (company and # in attendance)
- Special projects status

11. 100% of the time, the positions funded through this contract will be filled with effective staff.

WIA Support Services

1. The Service Provider will process participant payments for support services as authorized by WIA Adult, Dislocated Worker and Special Grant Employment Consultants (Case Managers) and with prior approval by the team leader.
2. Provider shall provide the team leader with a monthly expenditure report that contains monthly and year-to-date expenditures. Examples of support services include, but are not limited to, reimbursement of travel costs, per diem and child care costs.

An Evaluation Outcome Report must be submitted to the WDC Manager and Racine County HSD Coordinator of Contract Services and Evaluation by 2/1/17.

WIA Youth Services

1. 120 youth in "active" status served each month
2. All reporting requirements are met.
3. All fiscal reporting requirements are met.
4. Active enrollment of participants is maintained and recorded in case notes.
5. Enrollment, transfer and termination notification reaches the ASSET data entry staff within five days, one hundred percent of the time Participant files are accurate and complete at all times with all required components consistently organized.
6. Monthly reports are submitted by the 5th day of the following month.
7. A log of ineligible applicants and non-enrolled applicants is maintained including information on referrals to non-WIA services and reasons for non-enrollment.
8. Program complies with all provisions of the Workforce Investment Act/Workforce Innovation and Opportunity Act and the program specification.

- 9. All program and performance standards developed by the US Department of Labor, State of Wisconsin Department of Workforce Development and Racine County Workforce Development Board are met including, but not limited to: Note: (Provider is responsible for meeting existing and revised Federal and State performance outcomes.)

Performance Outcomes

WIAWIOA Youth:

82.6 percent	Attain Degree/Certificate
78.3 percent	Placement Employment/Education
52.0 percent	Literacy/Numeracy Gain

An Evaluation Outcome Report containing strengths, weaknesses, success as well as other qualitative and quantitative data must be submitted to the WDC Manager, Youth Team Leader and Racine County HSD Contract Services Coordinator by 2/1/17.

Receptionist

- 1. Positions are filled 100% of the time
- 2. 100% of clerical staff are punctual at all times.
- 3. Requests for vacation and sick time coverage are complied with 100% of the time.
- 3. Complaints and concerns are addressed and resolved immediately.

An Evaluation Outcome Report must be submitted to the WDC Manager and Racine County HSD Contract Monitor by 2/1/17.

All Staff

- 1. 100% of the time, the positions funded through this contract will be filled with effective staff.
- 2. The Provider, as the employing entity, will support the compliance of RCDKSC and WDC policies and procedures by their staff.
- 3. Monthly reports shall be submitted to the functional team leader by the 15th of each month.
- 4. The Provider's staff members will assist the Specialized Employment functional teams meet or exceed all program performance standards developed by the State of Wisconsin Department of Workforce Development, and Racine County Workforce Development Board.
- 5. Adhere to all reporting requirements.

An Evaluation Outcome Report must be submitted to the WDC Manager and Racine County HSD Coordinator of Contract Services by 2/1/17.

Gateway To Careers – Boot Camp

- 1. 90% of program participants will complete the program.
- 2. 90% of program participants will secure employment.
- 3. 100% of the program participants shall be entered into ASSET in a timely manner and accurately.
- 4. All reporting and program requirements will be met.
- 5. Monthly performance reports are submitted by the 5th of the following month.

An Evaluation Outcome Report must be submitted to the WDC Manager and the Racine County HSD Coordinator of Contract Services and Evaluation by 2/1/17.

Windows to Work Program

1. Provider will serve 25 participants.
2. Implement training and educational programming to meet the needs of the population.
3. Administer career assessment tools.
4. The position is filled with qualified staff 100% of the time.
5. All documentation and reporting requirements are met.
6. Monthly performance reports due by the 5th of the following month.

An Evaluation Outcome Report must be submitted to the WDC Manager and Racine County HSD Coordinator of Contract Services and Evaluation by 2/1/17.

2016 VENDOR AGENCY AUDIT CHECKLIST

A copy of this document must be completed, signed, and included in the audit submitted by your independent auditor.

Summary of Audit Results

Name of Agency _____

Period of Audit _____

1. The type of opinion issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion). _____

2. Does the auditor have substantial doubt about the auditee's ability to continue as a going concern? Yes / No

3. Does the audit report show material non-compliance? Yes / No

4. Does the audit report show material weakness(es) or other reportable conditions? Yes / No

5. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned costs, material weakness, reportable condition, management letter comment) related to grants/contracts with funding agencies that require audits to be in accordance with the *Provider Agency Audit Guide*:

- Department of Health and Family Services Yes / No / NA
- Department of Workforce Development Yes / No / NA
- Department of Corrections Yes / No / NA
- Other funding agencies (list) Yes / No

6. Was a Management Letter or other document conveying audit comments issued as a result of this audit? Yes / No

7. Signature of Partner in Charge: _____

Date of report: _____