

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 5<sup>th</sup> 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 5<sup>th</sup> 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](mailto: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) Anna Clementi 4/25/16  
PROVIDER'S AUTHORIZED REPRESENTATIVE DATE

(signed) \_\_\_\_\_  
COUNTY EXECUTIVE DATE

(signed) Kathy M. Crutcher 5/6/16  
COUNTY CLERK DATE

(signed) [Signature] 5-6-16  
COUNTY BOARD CHAIRPERSON DATE

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

CERTIFIED TO BE CORRECT AS TO FORM

By [Signature]  
Racine County Corporation Counsel  
5.4.16  
Date

REVIEWED BY FINANCE DIRECTOR

Alexandra Tillmann  
Signature  
5/2/16  
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which is incorporated herein by references as if set forth in full, constitute the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein. This agreement may be amended in accordance with the Racine County *Contract Administration Manual*.

I. CERTIFICATION OF SERVICES

- A. 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.
- B. 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.
- C. Provider agrees to comply with all applicable state certification and licensing requirements as well as state, local and municipal zoning laws and ordinances when applicable. The contract agency must provide copies of the current license certification and transmittal letter from the Department of Health and Family Services.
- D. 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.

- E. Provider agrees to follow the requirements of Administrative Code HFS 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.

- F. 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. All records of treatments provided by Provider to clients are property of the Provider, but are subject to disclosure to Purchaser, as allowed by State and Federal laws, rules and regulations on disclosure of patient treatment records. Provider will permit inspection and/or copying of patient and program records by representatives of the Purchaser and by representatives of the Department of Health and Family Services. Duly authorized representatives of Purchaser shall have the right to review records relating to clinical goals and to the client's treatment progress. The parties agree to comply with State and Federal laws, rules and regulations relating to confidentiality of records.
- C. 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.
- D. 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.
- E. Provider shall assist the Purchaser in meeting any obligations under the Public Records Law.

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 10<sup>th</sup> 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. In accordance with s.s.46.036, each vendor agency must provide an annual audit to the county agency, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency and amount of Federal funds received as shown below.
  - 1. Non-Profit Agencies and Institutions: audits must be completed pursuant to the *Provider Agency Audit Guide* or *DHS Audit Guide* and, if the vendor expends more than \$500,000 annually in Federal financial assistance, to OMB Circular A-133. See OMB Circular A-133 for the distinction between vendors and subrecipients.
  - 2. For Profit Agencies: audits must be completed pursuant to the purchase contract language, the Department's *Provider Agency Audit Guide* or *DHS Audit Guide* and current DHS or DCF Purchase of Service Instructions.
  - 3. Governmental Units: audits must be completed pursuant to the *State Single Audit Guidelines* and appendices and, if the governmental unit expends more than \$500,000 annually in federal financial assistance, to federal OMB Circular A-133.
- E. 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*.)
- F. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- G. Audits shall be due no later than June 30 following the end of the contract period, or in the case of a termination of the contract during the contract period, 120 days after effective date of termination. Audits which are not in compliance will be returned for corrective action by Provider agency, at the expense of the Provider agency. Noncompliance may result in nonpayment of current contracted services and termination of current contract.
- H. 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.
- I. 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.
- J. 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.

## 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.

## 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. DISCRIMINATION

- A. The Provider agrees to submit to the Purchaser a Civil Rights Compliance Letter of Assurance (CRC LOA) regardless of the number of employees and the amount of funding received. A current copy of the Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Omnibus Budget Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act is also required if Provider employs 50 or more employees and receives \$50,000 or more in funding. The Provider shall attach its CRC LOA and individual CRC Action Plan as part of this contract. Affirmative Action plans are required from vendors which receive \$50,000 or more in state money and have 50 or more employees as of the award date of the contract.
- B. No individual in the United States may, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIOA Title 1-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title 1-funded program or activity.

Provider agrees to comply with the Section 188 of WIOA 2014 and implementing regulations at 29 CFR Part 38.

- C. In accordance with the terms of the contract, Provider agrees to comply with the Affirmative Action/Civil Rights Compliance incorporated in Section Three (III) of the Racine County Human Services Department *Contract Administration Manual*.
- D. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of the subsection. The 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. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.

#### IX. GENERAL CONDITIONS

- A. 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.
- B. It is agreed that the parties' obligations hereunder are conditional upon securing the approval of the necessary State authorities of this purchase Contract. It is further agreed that, in the event the State reimbursement which is contemplated under this Contract is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the contracted obligations of each party shall be terminated, without prejudice to any obligations or liabilities of either party.
- C. 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.
- D. 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.
- E. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- F. Either party may terminate this agreement by giving written notice of intent to terminate at least thirty (30) days prior to the date of termination.
- G. 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.
- H. 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.
- I. Provider agrees to list all external job vacancies on Job Net.
- J. Renegotiation or termination of this contract shall be determined by procedures outlined in the Racine County *Contract Administration Manual* and Chapter 68, Wis. Stats.

#### X. RESOLUTION OF DISPUTES



The Provider may appeal decisions of the Purchaser in accordance with Racine County Human Services Department *Contract Administration Manual* and Chapter 68, Statutes.

XI. HEALTH INSURANCE AND ACCOUNTABILITY ACT OF 1996 "HIPAA" APPLICABILITY

- A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.
- B. If during the contract term (Purchaser) determines that a business associate relationship exists between the parties as defined by HIPAA the (Purchaser) and (Provider) mutually agree to modify the Agreement to incorporate the terms of a Business Associate Agreement, as defined by HIPAA, to comply with the requirements HIPAA and of HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information, and Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), dealing with the standards for the security of individual health information that is electronically maintained or transmitted, and Title 45, Part 162 of the Code of Federal Regulations ("Transaction Rule") dealing with standards for electronic transactions.

**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

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 payroll 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 payroll 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 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 15<sup>th</sup> 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>	
<b>Entered Employment</b>	<b>87.4 percent</b>
<b>Average Earnings</b>	<b>\$12,338</b>
<b>Retention Rate</b>	<b>89.7 percent</b>
<i>Dislocated Worker</i>	
<b>Entered Employment Rate</b>	<b>81.1 percent</b>
<b>Average Earnings</b>	<b>\$18,000</b>
<b>Retention Rate</b>	<b>95.7 percent</b>

10. Monthly reports shall be submitted to the Team Leader/Strategic Coordinator by the 5<sup>th</sup> 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.)

<b>Performance Outcomes</b>
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WIA/WIOA 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 15<sup>th</sup> 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.

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: \_\_\_\_\_