

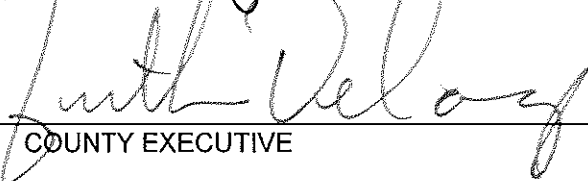
This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and Professional Services Group, Inc., whose principal business address is 800 Goold Street, Racine, WI 53402, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2018 through December 31, 2018.


The Provider employee responsible for day-to-day administration of this contract will be Daniel J. Baran, whose business address is 800 Goold Street, Racine, WI 53402, telephone number 262-638-2000, e-mail address dbaran@psgcp.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 Krista Kennedy, (262) 638-6671, e-mail Krista.Kennedy@RacineCounty.com, 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)  PROVIDER'S AUTHORIZED REPRESENTATIVE 1/24/18 DATE

(signed)  COUNTY EXECUTIVE 01-08-18 DATE

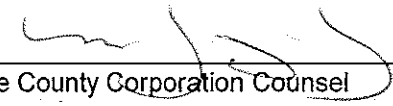
(signed)  COUNTY CLERK 2/14/18 DATE

(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 
Racine County Corporation Counsel
2-5-18
Date

Signature

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 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.
- J. Provider agrees to abide by the Veteran's Priority Provisions of the Jobs for Veteran's Act (P.L. 107-288) to ensure that a veteran shall be given priority over a non-veteran for the receipt of employment, training and placement services provided under that program, notwithstanding any other provision of law.

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. 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 and the purchase of professional services, there is no need for a formal audit. However, in the event that any costs appear to be inconsistent with industry norms, the purchaser reserves the right to request documentation of billed expenses and conduct an Audit Review.
- E. 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. If Provider fails to return funds paid in excess, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- 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. 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*.)
- 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. Provider will be responsible for payment of all wages, payroll taxes, worker's compensation, social security, federal and state unemployment insurance and any and all other federal and state taxes

related to the staff.

IV. 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

V. 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. 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. However, final expenses for 2018 must be received by the Purchaser on or before January 21, 2019. Reimbursement for 2018 expenses received after January 21, 2019, will be denied.
- C. In the case of termination of contract during the contract period, all expenses must be submitted to Purchaser no later than 20 days after the effective date of termination or January 21, 2019, whichever comes first.
- D. All 2018 Provider billings for WIOA funded programs must be received by the Purchaser on or before July 20, 2018 or in the case of termination of contract during the contract period, 20 days after effective date of termination
- E. Method of payment shall be the following:

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.

VI. 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. Provider 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."
- K. 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.

VII. 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.

VIII. **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.

IX. **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.

X. 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.

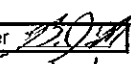
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.

- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

XII. COST AND SERVICES TO BE PROVIDED

- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement will be determined by the Purchaser.
- B. Purchaser agrees to pay Provider for the actual services which are described in Exhibit A and which are rendered by Provider and authorized by Purchaser at the contracted amount.
- C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

Account #	Program	Total	Units	Rate	Method of Payment
81704.005.200.404500	Community Panels	\$38,700	N/A	N/A	Actuals
81708.005.200.404500	Minimum # Panels to be held: 450	\$6,700			
	Total Program:	\$45,400			
81708.005.800.404500	Counseling/Therapeutic Resources - Family Connections	\$198,000	N/A	N/A	Actuals
81705.005.800.404500	Minimum # Clients Served: 60	\$33,310			
81715.006.800.404500		\$11,135			
81727.006.300.404500		\$2,000			
	Total Program:	\$244,445			
81706.005.300.404500	Independent Living Program (Daily Living Skills Training)	\$53,941	N/A	N/A	Actuals
81703.005.300.404500	Employment & Training Vouchers Maximum of \$2,500 per participant	\$9,380	N/A	N/A	Actuals
81715.006.200.404500	Family Interaction-Direct Services Program	\$321,935	N/A	N/A	Actuals
81727.006.300.404500		\$2,000			
	Total Program:	\$323,935			
81701.005.200.404500	Juvenile Monitoring Program For Period 1/1/18-6/30/18	\$76,230	N/A	N/A	Actuals
81708.005.200.404500		\$20,825			
	Total Program:	\$97,055			
81708.005.307.404500	ACE/ACE 180 Program ACE Lite Program	\$398,950	N/A	N/A	Actuals
81707.005.200.404500	Racine United PEP, SEP, FIT, TEP, TPA For Period 1/1/18-6/30/18				
	PEP Lunches/Transportation	\$12,182	N/A	N/A	Actuals
	SEP	\$96,044	N/A	N/A	Actuals
	FIT	\$34,715	N/A	N/A	Actuals
	TEP	\$81,325	N/A	N/A	Actuals
	TPA	\$203,671	N/A	N/A	Actuals
	Total Program:	\$427,937			
81713.007.200.404500	Family Foundations Outreach and Engagement Program Community Coordinator For Period 1/1/18-9/30/18	\$67,481	N/A	N/A	Actuals
81715.006.800.406000	Court Ordered Parenting Assessment, Psychological Assessment and Counseling Services				
81708.005.800.406000					Actuals
81708.005.990.404500	Data Clerk - Delinquency Unit	\$24,650	N/A	N/A	Actuals
81724.007.990.404500	Healthier WI Partnership Program (HWPP) For Period 1/1/18-6/30/18	\$78,681	N/A	N/A	Actuals
		\$7,707			
	Total Program:	\$86,388			
81708.005.800.404500	Safety Support Worker	\$80,250	N/A	N/A	Actuals
81715.006.800.404500		\$34,750			
81727.006.300.404500		\$100,000			
	Total Program:	\$215,000			

Approved by HSD Fiscal Manager 
1/16/18

PROGRAM DESCRIPTION

All contracted employees must successfully complete drug screening, driver's license checks and reference checks. Driver's license checks will be performed once a year for applicable staff.

All staff is required to follow Racine County Human Resources *Condensed Policy Manual for Student Interns, Volunteers, Temporary Agency and Contracted Staff*.

Provider agrees to use reasonable efforts to ensure the continuity of staff assigned to perform services under this contract. In the case of provider employee absence due to planned vacation, training or other reasons, Provider will make every effort to provide support if requested by County.

Mileage reimbursement will be at the prevailing Federal reimbursement rate that is in effect during the time of travel. Staff is responsible for any and all parking costs.

PROGRAM DESCRIPTION:

Healthier Wisconsin Partnership Program (HWPP)

Vendor will provide one (1) FTE staff designated as the Project Coordinator and (0.5) FTE as Program Associate.

PROGRAM SUMMARY:

The Project Coordinator is responsible for the coordination of the HWPP grant in regards to the planning and implementation of new programming as it relates to Children's Mental Health services and programming within Racine County. The Project Coordinator interacts regularly with the Children's Mental Health Collaborative to external audiences, promoting collaboration and communication between the Project and the Collaborative member organizations, and facilitates forward progress and key agreements within the County.

PROGRAM OBJECTIVES:

1. Attend all HWPP Project meetings, completing all assigned work, noting progress and direction of the Project.
2. Report progress, issues and concerns to the Manager of the Youth and Family Division, the Leadership Council and the Collaborative on a monthly basis.
3. Participate in Collaborative meetings including critical discussions and relevant presentations as new and promising projects, programs, and grants develop.
4. Support planning and implementation of the community solutions and recommendations that are identified by the Project and the Collaborative.
5. Implement external communication activities to raise awareness about children's mental health issues in Racine, promote solutions, manage Collaborative website and send updates to supporters.
6. Promote community events, forums, research and articles that may be of interest to Collaborative members and the general public.
7. Coordinate the evaluation process of all implemented solutions and overall Project impact. Collect, analyze, and report on evaluation data on each identified solution as well as on the Project's progress on their long-term goals.

PRINCIPAL ACCOUNTABILITIES AND ESSENTIAL FUNCTIONS OF THE JOB:

1. Participate in all meetings for the HWPP.
2. Participate in all meetings of the Racine Collaborative for Children's Mental Health.
3. Ensure that all reporting requirements of grants are met including the development and submittal of any reports as required.
4. Establish and maintain a working relationship with the Collaborative members, community members, agencies, and area business leaders.
5. Direct the work of support staff (as available through Racine County Human Services Department).
6. Present reports to the Y & F Manager, the Project Leadership Council and the Collaborative as requested.
7. Other duties as assigned by the Y & F Manager and the Project Leadership Council.

EDUCATION LEVEL AND EXPERIENCE:

Project Coordinator: Master Degree in Social Work, Psychology, or other related field preferred. Consideration will be given to a candidate with a Bachelor Degree with five or more years of relevant work experience. The following experience is required for this role:

1. Must demonstrate an ability to lead diverse groups in a culturally competent manner.
2. Must demonstrate an ability to research, write and implement grants.
3. Must have an ability to manage multiple projects and competing priorities
4. Must demonstrate an understanding of project evaluation, process and outcome evaluation.
5. Must have the ability to work flexible schedule including evenings and weekends.
6. Must have a valid driver's license and reliable transportation

PROGRAM DESCRIPTION:

Juvenile Monitoring Program

The Racine County Juvenile Monitoring Program provides pre and post-dispositional monitoring of youth and their families.

GPS monitoring may also be used if authorized by the case manager or ordered by the Juvenile Court.

The contracted Provider works closely with RCHSD case managers to ensure that services to youth and their families are effectively coordinated. The objective of this program is that youth remain in an environment in which they must learn to live, rather than be removed to an artificially controlled setting where progress may be dependent on environment rather than actual change. The underlying criminogenic needs that lead to delinquent behavior will be addressed by a team approach.

This program is designed to be a collaboration between parents, schools, juveniles, service providers and Human Services. The team will identify the support the juvenile/family has within the community. With that information, a Plan of Care will be developed.

Services are provided through a combination of the following:

- Regular face-to-face (announced and unannounced visits) with the youth, the youth's caregiver, school, employer, etc. These face-to-face contacts may be daily; the case manager will determine the frequency.
- Frequent telephone calls to and from the youth and the youth's caregiver, school, employer, etc., to discuss progress, reinforce positive behaviors and address problems.
- Monitoring youth in the community involves monitoring youths' approved free time activities and ensuring that youth are not involved in non-approved activities (some youth must call before leaving and after arriving at every location).

Pre-Dispositional Monitoring:

Juveniles may be detained in their own homes or other non-secure living arrangements by the Juvenile Court. These youth enter into a Contract which specifies the conditions under which a youth can remain in the community. The contract includes sanctions for youth who violate the conditions set forth in the contract. Generally, youth must be under the direct supervision of an approved adult at all times during the contract period. Juveniles are expected to attend school and can usually work at paid or unpaid work sites. Depending upon the severity of the violation, youth may be further restricted, e.g., referred to court for a sanction hearing or returned to a correctional setting or detention center if they meet the criteria for detention in a secure detention facility. This component of the program is usually limited to 30 days although extensions may be ordered by the case manager or Juvenile Court. The Pre-Dispositional Monitoring referral includes a completed authorization for services and the contract.

Post-Dispositional Monitoring:

Post-Dispositional Monitoring combines RCHSD case management and contracted provider monitoring for medium to high risk youth. The contracted provider works closely with the RCHSD case manager, youth and their families to develop a Plan of Care to address the youth's criminogenic needs. The Plan of Care should incorporate rewards and sanctions as well as use of the Care Guides and Brief Intervention Tools (BITS). The provider shall monitor the plan of care and provide interventions that match the youth's behaviors and/or needs.

GPS Monitoring: GPS services may be ordered independent of the other components of the Juvenile Monitoring Program. Case managers will fax a Referral for Service requesting GPS monitoring and listing any restrictions imposed upon the youth. Provider must be available to set up the GPS system in the juvenile's home the same day

it is ordered by Juvenile Court. GPS monitoring reports will be faxed to RCHSD case managers weekly. Case managers will be informed of violations noted on GPS monitoring daily. Provider will bill parents for the cost of the monitoring. Only the Youth and Family Manager can authorize waivers of payment.

Provider Responsibilities: Pre-Dispositional Monitoring:

1. Work with Juvenile Court, law enforcement agencies, RCHSD case managers, Non-Secure Detention workers and the Racine County Juvenile Detention Center to coordinate the program's services.
2. Attend Detention Hearings as requested by RCHSD case managers or the Juvenile Court.
3. It is the responsibility of the RCHSD case manager to complete the Contract.
 - Provider must explain the conditions outlined by the case manager on the **Contract** to the youth and his/her parents or designated caregiver(s) and obtain all required signatures on the contract. The Provider is responsible for meeting the youth and caregiver(s) at Juvenile Court unless the Court designates an alternate site. A copy of the signed contract must be given to the RCHSD case manager within 48 hours.
4. Provide 24/7 response to potential contract violations.
5. Expand privileges and modify youths' contracts at the direction of the RCHSD case manager or Juvenile Court.
6. Monitor youth for compliance with the contracts and report all violations to the assigned RCHSD case manager.
7. Provide written reports to the Juvenile Court, District Attorney, Defense Attorney and RCHSD case manager of all contract violations. A written summary of the violation incident must be faxed to the RCHSD case manager immediately.
8. Prepare written status reports prior to all court hearings and when requested by the RCHSD case managers. It is the responsibility of RCHSD case managers to notify the contract provider of court hearings.
9. Maintain program statistics and keep daily logs on each youth (accurate case records as well as other program records); prepare correspondence, reports and other information as required.
10. Bill families for days of care and/or services provided by program to include, but not limited to contracts. Only Youth and Family Manager can approve waiver of payments.
11. In the event of youth violations of supervision, the contract Provider will follow the procedures outlined in the contract. This could include, but is not limited to, immediate notification of RCHSD staff or transport (or arrangement of transportation) of the youth to the Juvenile Detention Center.

Provider Responsibilities: Post-Dispositional Monitoring:

A RCHSD authorization and a Referral for Monitoring form will be given to the provider. The provider must make the first contact with the youth and their family within three business days. Within five business days, the provider, RCHSD case manager, the youth and their family meet to complete the Plan of Care.

The Referral Information will include:

- The youth's risk level
- The youth's criminogenic needs
- Frequency and location of contact with the youth and their family.

The Plan of Care will include:

- Identification of the youth's targeted criminogenic need and related tools to utilize in addressing the needs.
- Rewards and Sanction plan

Service provider will:

- Implement the plan of care
- Provide rewards and sanctions in conjunction with the youth's parent(s) and RCHSD case manager
- Utilize the corresponding Carey Guide or BITS to address the youth's identified criminogenic need.
- Submit monthly written reports to the RCHSD case manager on the youth's progress including dates of contact
- Maintain program statistics and daily logs on each youth
- Prepare correspondence, reports and other information as required
- Maintain up to date case files on all clients
- Communicate with RCHSD staff on a weekly basis and notify the RCHSD case manager promptly of any significant events relating to a youth, a youth's family or the overall program
- Perform other services specified in the RCHSD contract and/or authorized by RCHSD which enables youth to

- successfully remain in the community
- Participate in staffing meetings involving RCHSD case managers and supervisor for all youth involved in the program

STAFF QUALIFICATIONS:

Supervisory staff for the program should have a minimum of a bachelor's degree in a human services field. Staff assigned should have experience working with youth in the juvenile justice system and be able to deal effectively with a diverse population. Staff must have an ability to write accurate, comprehensive reports and case notes. Staff must be strength based and have good communication skills. Staff should have knowledge of criminogenic needs and the Carey Guides or the ability to learn and master the material. Staff should have the ability to engage youth and their families in the change process.

PROGRAM DESCRIPTION:

Independent Living

Program instruction is individualized and participants can start at any time during the program year. The Provider must allocate adequate space for an Independent Living Lab that contains at a minimum: stove, refrigerator, cupboard space for dishes and food supplies, table, chairs and other items needed for food preparation and serving; work area for teaching minor household repairs; and a sewing/ironing section.

REFERRAL CRITERIA

At least **60%** of the clients served will meet the following criteria:

- A. Youth must be between the ages of 15 and 21 years old.
- B. Youth must have been placed outside of their home in a foster home, group home or CCI placement for some period of time after their 15th birthday.
- C. The Human Services Department's Case Management Division selects all participants for this program. The RCHSD Case Manager's initial assessment results in an individualized plan for independent living with each youth referred. RCHSD's Youth and Family Division Manager must authorize these services before being sent to the Provider.

20% of the clients served will meet the following criteria:

- A. Youth must be between the ages of 15 and 18 years old.
- B. The Human Services Department's Case Management Division selects all participants for this program. The RCHSD Case Manager's initial assessment results in an individualized plan for independent living with each youth referred. RCHSD's Youth & Family Division Manager must sign authorize these services before being sent to the Provider.

Youth who meet the above criteria are eligible for admission to the Independent Living Program if a Racine County Human Services Department (RCHSD) Case Manager determines that a youth needs to develop skills to live independently by the age of eighteen. Youth referred to the Program must be interested in voluntarily enrolling in the Program.

The RCHSD Independent Living Program is composed of three phases: Daily living skill development, transition to independent living and aftercare services. All services will be provided in accordance with DHFS Independent Living Program Standards **and must be in compliance with the Racine County Human Services Department annual Independent Living Report submitted to the State.**

Phase I: Daily Living Skills Development

This phase is primarily devoted to skill development in the areas such as: finances/budgeting, consumer awareness, career planning/training, job seeking/job maintenance issues, legal issues, household management, nutrition/health & hygiene, emergency safety skills, transportation, menu planning/meal preparation, shopping, laundry, mending/sewing, household maintenance/minor repairs and community resources.

IL staff will complete an independent living skills assessment with the youth and assist the youth with developing a Transitional Independent Living Case Plan. The IL staff and the youth shall update the Transitional Independent Living Case Plan every six months. IL staff must document this plan within eWISACWIS. The youth must be provided a copy of this plan.

Phase II: Transition to Self-Sufficiency

Six months prior to a youth's anticipated discharge into an independent living arrangement, the youth enters Phase II. IL staff will develop a discharge plan for transitioning to independent living. The discharge plan must contain all information as defined by DHFS Independent Living Program Standards and be documented within eWISACWIS. The youth must be given a copy of this plan.

In order to move toward an independent living status, the youth must have sufficient income to live in an independent living arrangement. The Independent Living Program may provide a limited monthly subsidy to enhance the youth's income, providing that the following eligibility requirements are met:

1. The youth is eligible as defined by DHFS Independent Living Program Standards.
2. The youth is attending school, a training program, or other educational alternative for at least 20 hours per week.
3. The youth is engaged in a combination of in-school or community volunteer work for at least 20 hours per week; or
4. The youth is working at paid employment for at least 20 hours per week.

Clients are required to participate fully in the preparation of their employment plan and must be willing to actively work at addressing areas of deficiency as needed.

Phase III: Aftercare

Independent Living program staff will continue to be available to assist any youth that actively participated in the IL program until the youth turns 21 years of age. IL staff will be available to continue to assist youth in skill development as defined above. Youth in the aftercare component will continue to develop and update the Transitional Independent Living Case Plans if ongoing services, aftercare services, are requested by the youth.

The IL staff will provide all ongoing services as defined by DHFS Independent Living Program Standards to youth that were in out-of-home care on their 18th birthday.

Each eligible youth in out-of-home care must have an ILTP that is based on an independent living skills assessment and incorporated into the permanency plan. Each youth exiting out-of-home care after the age of 17 years must have an ILTP that addresses the youth's transition from out-of-home care, identifies ongoing independent living needs and outcomes and describes how ongoing independent living needs will be met. This plan will be documented with eWISACWIS. Youth must participate directly in the development of their plan goals and activities and accept personal responsibility for gaining skills and independence.

The plans, services and activities should address, but are not limited to, the following areas:

- High school education, post secondary education or training
- Career planning and employment
- Safe and stable housing
- Transportation
- Health and medical
- Knowledge/use of community resources and support systems
- Financial self-sufficiency
- Youth's self goals

The Independent Living Transition Plan and activities should include:

- Measurable goals and objectives
- Experiential training for youth where possible
- Identification of community resources available and utilized
- A description of how youth will participate in plan development and activities

Employment and Training Vouchers (ETV)

Youth involved in the Independent Living Program and exiting foster care are eligible to participate in the DCFS Scholarship Program. Through this Program, initiated with the Chafee Foster Care Independence Act of 1999 (Chafee Act) youth can receive Employment and Training vouchers to be utilized to fund their post-secondary education and training. These funds are available to assist with payment of tuition, fees and books to youth that are attending an accredited college or vocational training program.

Eligible youth will be those that will be graduating or have graduated from high school, or obtained a GED/HSED, intend to pursue college or vocational training, have received formal acceptance and are enrolling in the next semester of instruction. The Provider will identify those students that are eligible, assist them with the application process, take them on college tours, work with them through the enrollment process and serve as a liaison with admissions and financial aid personnel at the college.

The Provider will request a preauthorization from the Racine County Youth and Family Division Manager prior to disbursement of funds. Up to \$2,500 in tuition/fees per student will be paid, depending upon the number of students actually applying for assistance, not to exceed the budgeted funds. Racine County Human Services Department will reimburse the Provider once the bill has been received. The invoice will include the student's name, social security number, school to which the student has applied/is enrolled and the amount of funding that he/she will be receiving from the ETV Program. Students may apply and receive this scholarship more than once over the course of their education or training.

PROGRAM DESCRIPTION:

Family Interaction/Direct Service Program

The Racine County Family Interaction/Direct Services Program provides direct services and family interaction of parent(s) whose children are placed outside of the parental home through the Child Protective Services units. Family interaction is necessary to preserve and strengthen family relationships and reduce the sense of abandonment which children experience at placement. For parents, family interactions is the time to enhance the parents' ability to adequately and safely care for and relate to their child (ren), assist the parent in developing healthy, age appropriate parenting behaviors, and to identify and resolve potential problems prior to reunification.

This program provides 5 FTE staff to facilitate family interaction and provide direct services to parent(s) whose child/children are currently living in an out-of-home placement.

Each staff will provide 40 hours/week direct service time to families assigned. Since the work schedules of the staff must be able to accommodate the needs and schedules of parents and foster parents, program hours need to be flexible. **Work time may include evening and weekend hours.** There may also be a need for supervision appointments on holidays. Staff will assist parents with developing and practicing new parenting behaviors and patterns of interaction by providing prompts and intervention to parents. Parents' interaction will focus on child safety, appropriate discipline, child development and increasing parental protective capacities.

Staff is responsible for services that include, but are not limited to:

1. Provide the name of the assigned interaction/direct service worker and the date assigned to the CPS Ongoing Supervisor within 48 business hours of receiving a referral.
2. Provide the case manager with a visitation schedule within 48 business hours of receiving a referral.
3. Monitor interactions of parents with their child(ren) to ensure that visits are in accordance with the Family Interaction Plan developed in conjunction with the parent and RCHSD case manager.
4. Establish and maintain visitation schedules which may include transporting children and their parents to and from visits.
5. Arrange the location of the visits, keeping in mind the most homelike environment that allows for natural interaction and provides the child's safety should be utilized.
6. Strive to involve the parent in routine age-appropriate parenting activities and provide opportunities for the parent to enhance their parenting skills.
7. Assist parents in becoming involved in the child's school, church or community activities.
8. Assess the parents' needs, through observation, to determine if parenting training or a referral to community resources would be beneficial. Assist the parent with accessing community resources.
9. Providing appropriate parenting prompts and direction during visits as needed.
10. Intervene during the visit if there is any indication of the following: alcohol or drug use on the part of the parent; verbal abuse (interrogating, threatening, demeaning others such as foster parent, RCHSD, other parent, etc.); discussion of the court order or return home; loss of emotional control on the part of the parent; any action that could affect the child's safety. Intervention with the parent should occur outside of the room where the child is located. Depending on the severity of the parent's action, a warning can be utilized or the visit terminated.

Impart skills to parents in a learning environment to assist the parent in addressing and enhancing any diminished parental protective capacities identified by the RCHSD case manager in the case plan.

11. Help the parent gain confidence in looking after their child and meeting their child's needs.
12. Document all observations of parent/child interactions.
13. Providing the assigned RCHSD Case Manager with written reports on each family's interaction within **72 hours of each visit**. Additionally, the Provider will send written notice to the case manager and parent(s) of missed appointments.
14. Communicating with RCHSD Case Managers as needed.
15. Actively engage parents in order to assist them in achieving the goals of the case plan and court order.
16. Identify the changing needs of the parents and children and make case plan amendment recommendations accordingly.
17. Develop and maintain positive working relationships with case managers, other professionals within and outside the agency and with other community resources.

PROGRAM DESCRIPTION:

Community Panels

The Community Panel Program is a juvenile diversion program which gives minor offenders (usually first time) apprehended for a misdemeanor the option of appearing before a panel of community volunteers rather than entering the juvenile justice system. To be eligible for the program, youth must also admit to the charges against them, have no cases pending, no prior adjudications, no consent decrees and no prior referrals to the panel process. Juveniles who accept and complete the contractual obligation offered by the panel avoid the stigma and possible effects of a criminal record; that is, they are "diverted" from juvenile court. Unlike traditional methods of intervention in which courts assume the decision-making process, the Community Panel draws the youths' families and community into the contracting process. This approach is critical to the prevention and rehabilitation goals that underlie the program. Such intervention provides swift and meaningful community response to minor delinquent behavior. This response is aimed at ending youths' illegal activities.

The key element of this diversion program is to help youth understand the seriousness of their actions and the effect that delinquent activity has on themselves, their families and the community. The panel assists youth by holding them accountable for their behavior and encouraging them to behave responsibly.

The following apprehensions/charges are NOT appropriate for Community Panels and should be sent to the Human Services Intake:

Charges involving physical assault
Incidents in which a weapon was used
Sexual assault (including consensual)
Apprehensions involving a substantial amount of restitution

In addition, youth who have had previous involvement with the juvenile justice system are not eligible for the Community Panels.

PROCESS:

Panels are developed geographically and composed of carefully screened and trained volunteers who reside in the neighborhood. Youth are referred to the program through law enforcement officers and the Racine County Human Services Department. Youth accepted in the program are scheduled for a hearing before a panel. A Community Panel staff interviews the youth and the youth's family to gather background information to present to the panel.

Each youth is entitled to one hearing. Victims may appear in person to substantiate losses. After the victim is excused, the defendant and his/her parent(s) are interviewed together and individually.

When panel members are satisfied as to the statements made by the youth and his/her family, the panel meets privately to decide the conditions of the contract. Conditions often include apology letters to victims, school attendance/behavior issues and restitution/community services arrangements. Referrals for AODA and/or mental health services may also be included in the contract.

The contract specifics are then outlined to the youth, his/her parents and the victim. One member of the panel is assigned to provide follow-up monitoring services to the youth, to assess compliance, determine the need for extensions and coordinate services. Contract periods are expected to last no longer than 30 days.

A COMMUNITY PANEL STAFF MEMBER WILL IMMEDIATELY REFER YOUTH THAT FAIL TO COMPLY WITH THE CONDITIONS OF THE CONTRACT TO JUVENILE COURT INTAKE WITHIN 30 DAYS OF PANEL INTAKE.

At the conclusion of the contract period, youth and family will complete a satisfaction survey. Provider may use an instrument of Provider's choice or HSD can supply one. Completed surveys are to be returned to the HSD Coordinator of Internal Programs, 1717 Taylor Avenue, Racine WI 53403.

PROGRAM DESCRIPTION:

Alternatives to Corrections Through Education (ACE)

The Racine County Human Services Department has developed a dispositional program as an alternative to a correctional placement. The Alternatives to Corrections through Education (ACE) program is located in the Racine County Juvenile Detention Center. The program incorporates unique programming and learning experiences for its participants.

Racine County Human Services believes that the most important program element is education. We believe the more we integrate learning into this alternative confinement process the greater the positive impact this program will have for the participating youth. **We also value the concept of safety, not only for participants but for the community upon the youth's release.**

ACE staff will provide direct service to youth that are adjudicated delinquent and placed within the ACE programs. Program staff will work under the direction of the Superintendent of the Racine County Juvenile Detention Center.

Services to these youth and family are provided through a collaboration between the Racine Unified School District, Behavioral Health Services of Racine County (BHSRC), the assigned ACE Case Manager, Program Staff, Detention Staff, under the direction of the Youth and Family Manager.

Provider Responsibilities - ACE:

1. Participate in the assessment and plan development of enrolled youth
2. Participate in team meetings convened by RCHSD case manager as well as weekly staffings.
3. Monitor a youth's progress. Assist in identifying additional programming needs.
4. Prepare written status reports prior to all court hearings and when requested by the RCHSD case manager. It is the responsibility of RCHSD case manager to notify the contract provider of court hearings.
5. Maintain program statistics and keep daily logs on each youth (accurate case records as well as other program records); prepare correspondence, reports and other information as required.
6. Provide group activities which include Juvenile Cognitive Intervention Programming (JCIP) and Washington Aggression Interruption Training (WAIT).
7. Coordinate individual and family therapy with BHSRC as appropriate given the youth and their family's individual needs.
8. Make recommendations to the RCHSD Case Manager and Superintendent as to the progress of the youth, eligibility for furloughs, completion of individual Phases and discharge.
9. Hold family meetings to ensure that the youth and family are prepared for release into the community.
10. Assist youth with school assignments and credits.
11. Utilize the corresponding Carey Guide or Brief Intervention Tools (BITS) to address the youth's identified criminogenic needs.

Provider Responsibilities - ACE Lite

1. Monitor a youth's progress. Assist in identifying additional programming needs.
2. Maintain program statistics and keep daily logs on each youth (accurate case records as well as other program records); prepare correspondence, reports and other information as required.
3. Provide group activities which include Juvenile Cognitive Intervention Programming (JCIP) and Washington Aggression Interruption Training (WAIT).
4. Make recommendations to the RCHSD Case Manager and Superintendent as to the progress of the youth
5. Assist youth with school assignments and credits.
6. Utilize the corresponding Carey Guide or Brief Intervention Tools (BITS) to address the youth's identified criminogenic needs.
7. Provide appropriate guidance, recommendations and input to the youth in general population.
8. Provide healthy, respectful recreational activities

STAFF QUALIFICATIONS:

Vendor will provide 7 full-time equivalent staff for the program. Staff for the program should have a bachelor's degree in a human services field or equivalent experience. Staff assigned should have experience working with youth in the juvenile justice system and be able to deal effectively with a diverse population. Staff must have an ability to write accurate, comprehensive reports and case notes. Staff must be strength based and have good communication skills. Staff should have knowledge of criminogenic needs and the Carey Guides or the ability to learn and master the material. Staff should have the ability to engage youth and their families in the change process. Staff will be flexible in their hours of work so that the hours of programming are covered adequately.

Hours of Program Activities ACE and ACE180

Monday – Friday	8:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 2:30 p.m.

PROGRAM DESCRIPTION:

Family Foundations – Outreach & Engagement Program

Families in the City of Racine suffer disproportionately from poor health outcomes, and high infant mortality and morbidity. Infant mortality is an internationally recognized indicator of the health of a community. From 2005-2009, the mortality rate among African American infants in the City of Racine was three times the rate for white infants.

Collaborators who participate in the Racine County Home Visiting Network are:

- Central Racine County Health Department
- United Way of Racine County
- Racine LifeCourse Initiative for Healthy Families (LIHF)
- Healthy Birth Outcomes Collaborative
- Wheaton Fransican All Saints

The Community Coordinator will develop an effective, broad-based, and aggressive outreach plan for the project that will be critical to engaging women early in their pregnancy. The Manager of the Youth and Family Division will review this plan on a quarterly basis. The outreach plan will place a special emphasis on reaching young, pregnant African American women in Racine County Zip Codes 53402 through 53406.

The coordinator will use the following strategies in order to engage the target population:

Strategy:	Activities:
Communication	<p>Identifying key messages for the project, including the benefits of home visiting, a description of the HFA model and how they complement each other</p> <p>Utilizing parent testimonials in print materials and at public presentations. Testimonials on the benefits of home visiting may resonate with the target population and stakeholders even more than data and statistics.</p> <p>Utilizing social media outlets will also be explored.</p>
Individual and Community Engagement	<p>The project partners will seek opportunities to make presentations about HFA to local organizations and agencies.</p> <p>Opportunities to gain visibility through presentations at local churches, health fairs, and community events attended by at-risk families will also be pursued. Additionally, staff will meet with individuals within the community who meet the requirements for this grant to encourage participation and follow up with programming, medical care and other programs and services beneficial to their family.</p>

The coordinator will work closely with the Navigators, Family Support Workers and Nursing staff in the Racine County Home Visitation Network program to assist in engaging women within this target population that have been referred to the program but the Home Visitation staff have not been able to contact or those women who have declined/refused services. For those women who decline/refuse service staff will complete a survey with these women and collate the data collected.

The Coordinator will also work with agencies, entities and individuals within the target population to create non-traditional methods of referral to the Home Visitation Network programs. Staff will ensure that brochures and posters are distributed in both traditional and non-traditional places.

he Coordinator will collaborate with the RCHSD on media releases, brochures, social media outlets, events etc., and will ensure that these presentations reflect the collaboration of the Home Visiting Network and the partners involved.

The Coordinator will meet regularly with the Home Visiting Network to share information about the program, discuss challenges, and share information on resources. Regular meetings will also provide opportunities to refine and adapt the program to meet the needs of the target population, discuss strategies for caseload management and update each other on outcomes and results achieved across program sites.

Coordinator will work in tandem with Racine County Youth and Family Division Manager to establish service goals and outcomes that address local needs and priorities. Performance evaluation is viewed as a continuous process that involves a collegial exchange of feedback and problem solving.

Vendor will:

- Collaborate with the partners in the proposed project including:
 - Central Racine County Health Department
 - Racine County Human Services Department
 - Departments of Children and Families, Health Services and Public Health
 - Healthy Birth Outcomes Collaborative
 - Racine LifeCourse Initiative for Healthy Families (LIHF)

PROGRAM DESCRIPTION

Counseling/Therapeutic Resources -- Family Connections

The goal of the Racine County Family Connections Program is to stabilize youth in their home settings in order to avoid out-of-home placements such as group homes and foster care. Youth lacking consistent family support are at higher risk of violence and extended involvement in the court system. Youth are more likely to overcome challenges when they have caring adults involved in their life. Parents can help their children be successful and overcome such things as trauma and promote pro-social behaviors through the establishment of clear expectations for behavior and consistently enforcing those expectations through positive reinforcement and discipline.

This program will match youth workers with the families of juveniles on court orders. The youth workers will be responsible for supporting parents in their parental roles and assist them in establishing clear rules and expectations for their children as well as being consistent in their follow through on those rules and expectations. (Any rules/expectations established must not be in conflict with anything court ordered for the youth or family.) Close attention should be paid to assisting the parent in increasing their protective factors in the area of parental supervision, the youth's attachment to parents and the consistency of discipline. Youth workers will also engage in conflict resolution within the home and follow-up with schools and other collaterals working with the family. Of primary importance is the understanding that the youth and family are the clients. As a result, the Family Connection staff roles may vary within the same family from supporting the parents to advocating on behalf of the youth.

Family Connections staff will work with youth and their families to improve communication, help parents develop more effective parenting skills, help parents identify reasonable, appropriate home expectations and rules and provide support to parents enforcing those rules. Some face-to-face and telephone contacts will be during non-business hours such as evenings, weekends and holidays.

The contracted Provider will work closely with RCHSD case managers to ensure that services to youth and their families are effectively coordinated. Referrals to the program will come from RCHSD case managers through the gate-keeper of the program, the RCHSD Delinquency Supervisor. Program staff is expected to communicate all pertinent information to the assigned case manager and to staff each case on a monthly basis with the case manager. Contacts with clients will be as follows:

- Regular face-to-face (announced and unannounced visits) with the youth, the youth's caregiver, school, employer, etc. These face-to-face contacts may be daily; the case manager will determine the frequency.
- Frequent telephone calls to and from the youth and the youth's caregiver and school to discuss progress, reinforce positive behaviors and address problems.
- Work in conjunction with the RCHSD case manager to monitor school progress and ensure that the youth's educational needs are being met.

It is expected that Family Connections services will continue for approximately 120 days. Each family has different strengths and needs, however, and there may be some variation in this time.

Further, Provider staff will be responsible for the following:

- Participate in monthly staffing with the assigned RCHSD case manager and the Delinquency Supervisor.

STAFF QUALIFICATIONS:

Supervisory staff for the program should have a minimum of a bachelor's degree in a human services field. Staff assigned should have experience working with youth in the juvenile justice system and be able to deal effectively with a diverse population. Staff must have an ability to write accurate, comprehensive reports and case notes. Provider will ensure that all staff assigned to this program will have passed criminal and caregiver background checks.

PROGRAM DESCRIPTION

Safety Support Staff

Children's well-being is significantly enhanced when they can safely remain at home with their families. If a child is found to be unsafe, safety must be controlled for through implementation of a Protective Plan or an in-home Safety Plan. Safety Support staff will play an important part in ensuring the safety of a child through intensive monitoring of the plan, ongoing assessment of parental protective capacities and coordination of services as needed. Safety Support staff will allow RCHSD to better assure child safety, fully assist families in changing the conditions that make their children unsafe, and further enhance a child's well-being.

Safety Support is an intensive in-home program that is designed to ensure child safety and prevent the removal of children from their home. Safety Support seeks to preserve the family unit whenever possible. The well-being and normal or adequate functioning of children and families is the desired outcome. Safety Support is designed to be community based, comprehensive, culturally competent, family focused and individually tailored to meet the need of children and families.

Safety Support uses a child centered, family focused approach in intervening with families to manage present and/or impending danger threats. This approach is based on incorporating the following goals:

- Identify the unique strengths of each child and family and create an individualized plan that will best meet their needs while promoting independence and family choice;
- Ensure child and family access to care and services that are individualized, strength-based, culturally sensitive and needs-driven;
- Join with all community and system partners to create opportunities for positive programmatic and systemic change;
- Assess and monitor outcomes and implement change.

In Safety Support, this approach includes the following:

- Consider the family as a unit;
- Focuses on family preservation unless child safety cannot be assured;
- Is community and home-based;
- Is predicated on a close working partnership with the family and caregivers and commits to empowering families, instilling hope and helping families to set and achieve their own priorities and goals consistent with assuring the safety of their children.

This model empowers families every day through developing family teams, facilitating the creation of solid care plans, identifying and enhancing natural supports, and brokering the selection of quality service providers.

Referral Process

Families are referred to Safety Support by RCHSD Initial Assessment (IA) workers who have implemented protective plans or have established an in-home safety plan due to identifying impending danger threats at the conclusion of the Initial Assessment. The IA worker determines whether safety threats exist. If the

IA worker determines that safety threats exist and a protective plan or safety plan is needed, they will implement the plan and make a referral to Safety Support. Families are also referred to the program by RCHSD Ongoing Services Case Managers who have implemented in-home safety plans to assist in reunification from out-of-home care.

A referral is made to the RCHSD Supervisor of Safety Support. An initial team staffing will occur with the Safety Support Supervisor, Safety Support worker, Initial Assessment Worker or Ongoing Services Case Manager, and the Initial Assessment Supervisor or Ongoing Services Case Management Supervisor. At this initial staffing, the protective plan or safety plan and all necessary case information will be reviewed. The frequency of subsequent team staffings will be determined at the initial staffing. Frequency of staffings will occur on a case by case basis dependent

on the family's characteristics, but no less than bi-weekly. Team staffings will occur throughout the duration of the protective plan and/or in-home safety plan.

The Safety Support worker has access to eWiSACWIS and prior to the Initial Family meeting, the Safety Support worker reviews the material in the Access Report and in any case history that is applicable.

The Safety Support worker will meet with the family in their home within 24 hours of the referral from the IA worker or Ongoing Services Case Manager. The Safety Support worker may contact the family prior to this meeting. At the Initial Family Meeting, the Safety Support worker engages the family and explains their supportive role. The Safety Support worker will utilize Motivational Interviewing in their interaction with the family throughout the duration of their involvement. Frequency of contact with the family shall be determined by the Protective or in-home Safety Plan and adjusted as needed.

Whenever possible, the Safety Support worker will work with the family to identify formal and informal supports to implement the family teaming model.

Family Teaming Model

Safety Support uses a child centered, family focused approach in intervening with families to manage impending danger threats. This approach is based on the Family Teaming Model which incorporates the following goals:

- Identify the unique strengths of each child and family and create an individualized plan that will best meet their needs while promoting independence and family choice;
- Ensure child and family access to care and services that are individualized, strength-based, culturally sensitive and needs-driven;
- Join with all community and system partners to create opportunities for positive programmatic and systemic change;
- Assess and monitor outcomes and implement change.

In Safety Support, this approach includes the following:

- Consider the family as a unit;
- Focuses on family preservation unless child safety cannot be assured;
- Is community and home-based;
- Is predicated on a close working partnership with the family, and caregivers and commits to
- empowering families, instilling hope and helping families to set and achieve their own priorities and goals consistent with assuring the safety of their children.

The Family Teaming model empowers families every day through developing family teams, facilitating the creation of solid care plans, identifying and enhancing natural supports, and brokering the selection of quality service providers. Family Teaming is a complex, often challenging role that requires successful communication with a variety of people and systems.

In addition to family members, service providers, informal and formal supports, the Safety Support worker maintains consistent contact with the RCHSD case manager.

If establishing a team is not possible, the Safety Support worker will work with the family to identify and establish supports in the community (church, school, neighbor, relatives, landlord, etc.).

If impending danger threats are identified or the case is determined to remain open past 60 days the Safety Support worker will, with the family, establish a team comprised of a well-balanced number of formal and informal supports and hold a team meeting prior to a case transfer from the Initial Assessment Worker to the Ongoing Services Case Manager.

Threats to Child Safety

If the Safety Support worker identifies new present danger threats or identifies that the protective plan or safety plan is not controlling for the identified danger threats, they will notify the supervisor and RCHSD Initial Assessment Worker or Case Manager immediately.

Case Closure

A case will be closed with Safety Support when children are identified as safe or when danger threats can no longer be controlled for on an in-home safety plan.

The closure meeting is scheduled one to two weeks out to give the family time to adjust to the end of provision of formal services

Position	Safety Support Worker
Responsibilities	<ul style="list-style-type: none"> • Manage protective plans and in-home safety plans as developed by the Initial Assessment Workers and Ongoing Services Case Managers. Ensure that danger threats are being controlled and issues of maltreatment are addressed. • Facilitate parent education to strengthen families and reduce risk of maltreatment. • Provide services, resources, and community supports to achieve child safety. • Attend Meetings held for each family assigned to Safety Support caseload. • Maintain required face-to-face contact with all assigned families All family members must be seen at a minimum of one time per week. • Work with the family to identify, analyze and develop an understanding of what must change in order to keep children safe. • Coordinate and facilitate the Family Teaming process. Engage the family in interventions using formal, informal and natural supports. • Make appropriate arrangements to contact RCHSD if a child's safety is severely compromised. • Monitor the provision of services by safety plan providers. • Coordinate, maintain and facilitate communication with RCHSD Supervisors, Initial Assessment Workers, and Ongoing Services Case Managers. • Ensure that necessary information is included in the case file and eWiSACWIS record. • Transport children to scheduled or required appointments. • Arrange for closure of the case when children are identified as safe or when danger threats can no longer be controlled for on an in-home safety plan.
Client/staff ratio	One FTE Safety Support Worker to eight families.
Qualifications	Bachelor's degree in social work or related field. One years' experience working with high risk youth and their families. Social service/foster care experience. Crisis intervention experience.

Program Requirements

- The Provider is responsible for ensuring the safety and well-being of all children served by the program.
- Concerns about a child's safety or well-being must be reported to RCHSD immediately (24 hours/day, 7 days week.)

- The Program requires a minimum of 3 full-time Safety Support Staff. These positions cannot be full time equivalent positions or staff that are assigned to other job responsibilities within the Provider agency.
- Safety Support Staff will have caseloads that range from 6 to 8 families.
- Staff must reflect the racial/ethnic and cultural mix of the client population.
- Regular work hours for staff must include evenings and weekends. Staff must be available to respond to crisis situations 24 hours a day, 7 days a week.
- The Provider agency must be able to work with RCHSD Initial Assessment Workers and Ongoing Services Case Managers and the supervisory staff of RCHSD in developing, operating and evaluating the program.
- The provider must specify and describe the formats they will use to provide services and teach child development and parenting skills. It is expected that the Provider will utilize more than one format to meet the needs of a range of children's ages – infants to adolescents and to respect cultural diversity.
- The Provider will utilize the assessment tools and supplementary materials they will use in the program designated by the County.
- The Provider agency must have a strong working knowledge of Racine County community resources, a good working relationship with other community agencies, and actively incorporate the use of community resources in implementing the program's services.

• PROGRAM DESCRIPTION

SEP/TEP/TPA/FIT/PEPS Pass Through

SEP: School Engagement Program
TEP: Transitional Education Program
TPA: Turning Point Academy
FIT: Families in Transition (12 months)
PEPS: Partners Educating Parents Pass Through

School Engagement Program (SEP)

The School Engagement Program is a collaborative effort between Racine Unified School District (RUSD) and Racine County Human Services Department (HSD).

Program staff will partner with RUSD teaching staff to provide support, intervention, outreach and home-school liaison services for the designated population. Program staff will participate in student progress reviews, IEP meetings, SST meetings, clinical services reviews and other program related meetings. Additionally program staff will work closely with the school social worker and assigned counselors. Program staff will provide individual and group support for students assigned to Assisted Study Hall (Case HS), plan and implement twice annually, truancy informational seminars for "Letter Four" truants. Plan and implement annual employment and opportunity fair (Case HS). Plan and implement frequent college/university tours, academic support and remediation.

The average length of involvement with the student will be approximately 1 semester. The SEP program consists of 2 phases.

- Phase I – entails a higher level of service as noted above including up to daily contact, after school programming, frequent contacts with parents/guardians, close coordination with the school social worker and counseling staff and weekly contact with the assigned HSD case manager (if the youth is on supervision).
- Phase II – students who successfully complete Phase I (are attending regularly and are back on track academically and behaviorally) "graduate" to Phase II of the program. Transfers to Phase II are a time of recognition for the student. A formal meeting with the student, his/her parent/guardian, the School Engagement worker, school Social Worker, and assigned School Counselor is held to acknowledge the progress the student has made both behaviorally and academically. Students in Phase II contact the School Engagement staff weekly and/or under their own volition. They utilize the SEP staff as needed. Contacts with parents/guardians may only occur monthly. Coordination with student support staff and/or HSD case managers occurs monthly or when issues of importance arise. Basically, students in Phase II maintain contact with the SEP staff at a level that best meets their needs as defined by themselves.

TARGET POPULATION:

The population served by the program will consist of Case HS and Park HS students whose truanting behavior has led or will lead to formal involvement with the Human Services Department, and/or Case HS and Park HS students who were on supervision to the department for reasons other than truancy but for whom truancy was a continuing problem, and/or Case HS and Park HS students who have been identified as viable candidates for the comprehensive services afforded to them by the program. In general, students eligible for enrollment in SEP meet the following criteria:

- Had accumulated more than 40 trancies
- Had not responded to "less restrictive" school-based interventions – trancies continued
- Whose parents had been unwilling or unable to effect positive change in their child's school attendance

- May have been detained in secure detention as a result of continuing truancy
- More likely than not to have initiated truanting behaviors prior to the current school year
- More likely than not to be academic underachievers
- More likely than not to have received referrals and/or experienced suspensions or expulsion for continuing infractions of the Student Code of Conduct

STAFF REQUIREMENTS: Program relies on a minimum of 2 full-time staff during the school year.

CAPACITY: 75-100 students Case HS; 40-50 students Park HS

Families In Transition Program (FIT)/Truancy Intervention

The Families in Transition Program (FIT) is a collaborative effort between Racine Unified School District and the Racine County Human Services Department.

The Families in Transition Program coordinates activities and supports with community organizations and agencies to support children and youth experiencing homelessness as identified by school personnel or self-report. The program ensures that children and youth identified as homeless experience full and equal opportunities to succeed in school.

The Program works in cooperation with Racine Unified's Welcome Center Secretary to document children identified as FIT to ensure appropriate transportation as outlined in McKinney-Vento Act.

Families and in-service staff are provided with information on the rights of children and youth experiencing homelessness.

Program staff will ensure that students experiencing homelessness are attending and experiencing success in school. Staff will coordinate with school social workers to identify students at-risk of or experiencing truancy to determine action and attend truancy court as a family and district representative.

Staff will conduct home visits for students identified as at-risk or truant and report data to Racine Unified's Welcome Center Secretary and refer appropriate cases for truancy court.

Staff will work with individual schools to discuss and develop attendance intervention guidelines.

Transitional Education Program (TEP)

The Transitional Education Program (TEP) is a collaborative effort between Racine Unified School District and the Racine County Human Services Department.

The Transitional Education Program is the "point of entry" for the vast majority of RUSD students returning to the community from juvenile corrections or other out-of-home placement. The program consists of 3 class rooms of 6-7 students each. Each class room has an assigned RUSD Teacher who partners with a Professional Services Group Youth Worker, and one of two assigned Educational Assistants. RUSD also provides part-time social work and counseling services. Liaison with juvenile corrections, other out-of-county placement facilities and the HSD Youth and Family Division is provided by a dedicated HSD Case Manager. Program staff will provide in-school, in-class room support of teaching staff including one-to-one interaction with problematic students, behavioral intervention, liaison with parent/guardian, HSD case manager, teaching staff and other related support personnel working with the student. Staff also provides in community support of student and family including "truancy checks", home-school-community liaison, facilitated referral for formal and informal supports including concrete needs/services, treatments, WDC related services, as well as assisting youth and their families to comply with court-orders. Additionally, staff will provide individual and group skills activities that are specific to the youth enrolled in TEP. It is anticipated that these skill areas will vary given individual and group enrollment at TEP. Finally, staff will arrange for and/or provide transportation services as necessary to ameliorate truancy.

Returning students are referred to the TEP Screening Committee who jointly determine the most appropriate educational setting for the student – which may include enrollment in TEP, MACK Center, GTC – Act 39, comprehensive high school, COFY, or other less “common/traditional” options (e.g. home bound school). Screenings occur at regular intervals throughout the year. Students must be screened into TEP and screened out. Students successfully completing the program may return to their home school, transfer to the MACK Center, enter into COFY programming, or enroll in ACT 39 programming at GTC.

Target Population

High risk high school aged youth with a demonstrated history of behavioral acting out, academic underachievement and attendance issues. Students are on court ordered supervision with the Human Services Department, returning to the community from juvenile corrections and/or intensive treatment programming in one of several residential treatment facilities. In general, students eligible for enrollment in TEP meet the following criteria:

- Have a demonstrated history of behavioral acting out in school and in the community and have not responded to “less restrictive” school-based interventions.
- Be on court ordered supervision for delinquent behavior.
- Are returning to the community from secure placement and/or currently enrolled in the ACE (Alternatives to Correction through Education) Program and are placed in the Racine County Juvenile Detention Center.
- Have a high probability of gang affiliation/involvement.
- Originate from a family where the parents/guardians have been unwilling or unable to effect positive change in their child’s school behavior/performance.
- More likely than not to be academic underachievers
- More likely than not to have received numerous referrals and/or experienced suspensions or expulsion for continuing infractions of the Student Code of Conduct

STAFF REQUIREMENTS: Program relies on a minimum of 3 full-time staff during the school year.

CAPACITY: 40 students

Turning Point Academy (TPA)

The Turning Point Academy is a collaborative effort between Racine Unified School District and the Racine County Human Services Department.

Turning Point is a “redirection” program designed to meet the educational needs of “at-risk” students through therapeutic intervention services, behavior and academic prevention and intervention programs.

All students must meet the following program goals:

- *Improvement of Student Behavior*
- *Improvement of Student Academics*
- *Improvement of Student Attendance*
- *Improvement of Student Attitude*

Student Assignment Process

All student assignments will be made through the Area Administrators of the RUSD. Students will be at TPA for 35 to 180 days

Program

The program will service approximately 50-60 RUSD high school and middle school students who need behavior modification, social/emotional support as well as academic support. The program will also provide services to special education students who have not been successful in other special education settings or who are transitioning back to the community from out of home placements. The hours of operation would be from 8:00 am to 2:00 pm.

The program will utilize a philosophy of positive youth development, by implementing programs like the Circle of Courage, Developmental Design and Restorative Justice. These programs promote positive outcomes by providing opportunities, fostering positive relationships, and giving the support needed to build on their strengths as well as prevent risky behaviors.

In addition to the partnership with John XXIII, RUSD will also work in collaboration with Racine County Human Services Department, Professional Service Group and other external community agencies to provide full wraparound services to the students attending the program. The program will also incorporate Service-Learning, which is an educational method that entwines the threads of experiential learning and community service.

Each class room has an assigned RUSD Teacher who partners with a Professional Services Group Youth Worker, and one of the assigned Educational Assistants. RUSD also provides part-time social work and counseling services. Liaison with other agencies and the HSD Youth and Family Division is provided by a dedicated HSD Case Manager. Program staff will provide in-school, in-class room support of teaching staff including one-to-one interaction with problematic students, behavioral intervention, liaison with parent/guardian, HSD case manager, teaching staff and other related support personnel working with the student. Staff also provides in community support of student and family including "truancy checks", home-school-community liaison, facilitated referral for formal and informal supports including concrete needs/services, treatments, WDC related services, as well as assisting youth and their families to comply with court-orders. Additionally, staff will provide individual and group skills activities that are specific to the youth enrolled in TEP. It is anticipated that these skill areas will vary given individual and group enrollment at TEP. Finally, staff will arrange for and/or provide transportation services as necessary to ameliorate truancy.

Target Population

The program will service approximately 50-60 RUSD high school and middle school students who need behavior modification, social/emotional support as well as academic support. The program will also provide services to special education students who have not been successful in other special education settings or who are transitioning back to the community from out of home placements.

- Have a demonstrated history of behavioral acting out in school and in the community and have not responded to "less restrictive" school-based interventions.
- Have a high probability of gang affiliation/involvement.
- Originate from a family where the parents/guardians have been unwilling or unable to effect positive change in their child's school behavior/performance.
- More likely than not to be academic underachievers
- More likely than not to have received numerous referrals and/or experienced suspensions or expulsion for continuing infractions of the Student Code of Conduct

STAFF REQUIREMENTS: Program relies on a minimum of 3 full-time staff during the school year.

CAPACITY: 40 students

Partners Educating Parents (PEP)- Pass Through

Vendor will provide transportation services and lunches for the PEP Program

PROGRAM DESCRIPTION

Data Clerk – Delinquency Unit

REPORTS TO: Supervisor of the RCHSD Delinquency Unit & Supervisor of ILP, WSY, PEPS, Child Care Administration, WDC Case Management, Kinship Care, Foster Care, and Direct Service Provider

JOB SUMMARY:

This position provides social work services to RCHSD Youth and Family Division Administration to help facilitate the gathering and recording of data concerning Juveniles adjudicated delinquent. Data gathering will conform to the requests of the Juvenile Detention Alternative Initiative (JDAI).

ESSENTIAL FUNCTIONS:

- Document all case work activities to ensure compliance with county, state and federal requirements.
- Utilize effective oral and written communication skills.
- Utilize advanced knowledge to:
 - Gather and record data accurately.
 - Work RCHSD Youth and Family Division Administration collaboratively to ensure data is accurate and timely.
- Possess knowledge of Wisconsin State Statutes Chapter 51, 48, 938, 55, and 880.
- Maintain working relationship with case managers, other professionals both within and outside the agency and with other community resources.
- Report progress to Racine County Human Services Department and make appropriate recommendations.
- Ability to operate a motor vehicle safely and obey all traffic laws. Must have reliable transportation on a daily basis, a valid driver's license and automobile insurance.
- Other duties as assigned.

JOB REQUIREMENTS AND QUALIFICATIONS:

Education and Training

- Must have a High School Diploma and be enrolled in a Bachelor's program in the field of social work, criminal justice or other related field.
- Position must keep current on information pertaining to the JDAI program.
- Must possess valid Wisconsin driver's license.

Knowledge, Skills and Abilities:

- Ability to read, speak and write clearly in English.
- Ability to exercise good judgment and discretion in establishing work schedule.
- Must be able to work cooperatively and collaboratively with Human Services Department.
- Must establish and maintain productive and professional relationships with clients, colleagues, the school district, and other community agencies.
- Must maintain client confidentiality.
- Ability to prioritize and make appropriate decisions.
- Ability to work independently and effectively manage time.
- Must have prompt and regular attendance.
- Must possess strong oral and written communication skills.
- Ability to work with and understand the needs of a widely diverse client population including but not limited to people experiencing problems with: abuse/neglect, AODA, mental illness, varied disabilities, parenting skills, self-esteem, problem solving skills, living arrangements, interpersonal relationships, economics and money management, self-care skills/limitations, mobility, education/training/employment.
- Ability to follow directions and implement recommendations.
- Possess creativity in identifying problems and solutions.
- Ability to self-motivate and remain on task.

- Knowledge of applicable federal and state statutes, Child Welfare ongoing standards, regulations, and both agency's policies and procedures.
- Knowledge of and experience with court testimony and protocol.
- Ability to operate standard office equipment including telephone, fax, copy machine, shredder and computers with various software programs.

OTHER INFORMATION:

- Ability to sit, stand and drive throughout the day.
- Ability to tolerate environmental conditions such as air conditioning, dust, or odors.
- Ability to lift and move objects weighing up to 50 pounds.
- Must possess visual acuity.

EVALUATION OUTCOMES: Healthier WI Partnership Program

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. Adhere to all reporting requirements

An Evaluation Outcome Report must be submitted to the Racine County HSD Coordinator of Contract Services by 2/1/19.

EVALUATION OUTCOMES: Juvenile Monitoring Program

Pre-Dispositional Monitoring/GPS:

1. 95% of youth served will be maintained in a non-secure (own home, foster home, relative's home) setting.
2. 90% of youth served will not be apprehended for a delinquent offense during their involvement with the program.

Post-Dispositional Monitoring:

1. 100% of youth served will be medium or high risk youth as determined by their YASI results.
2. 75% of youth served will not be adjudicated delinquent or convicted of a crime within one year of successful completion of the program.
3. 65% of youth served will have a decrease in criminogenic needs as demonstrated through the YASI re-assessment.

REPORTS:

- Demographic reports are to be maintained detailing age, gender, race, start and end dates of service.
- Outcome and demographic reports for all components of this program must be provided quarterly and annually to RCHSD Contract Monitor. The Annual Reports are due by 2/1/19.
- Quarterly accounting of receipts for GPS monitoring will be provided to the RCHSD Contract Monitor.

EVALUATION OUTCOMES: Independent Living Program (and Training Vouchers)

Process Documentation Requirements:

1. 100% of participants referred in Phase I will have skills pre- and post-assessment completed.
2. 100% of youth in Phase I will have a Transitional Independent Living Case Plan.
3. 100% of all youth will have a completed IL Participant Data (CFS-873).
4. 100% of youth will have documentation as to school attendance.
5. 100% of post-discharge contact with youth will have Status Update Form completed.

IL Program Outcome Measures:

1. 80% of all youth referred to Phase I will successfully complete the program.
2. 80% of youth that successfully complete the program will demonstrate a measurable improvement in all skill areas where deficits had been identified in the Transitional Independent Living Case Plan. Client specific data must be supplied by skill area.
3. 100% of youth referred to Phase II will successfully transition to independent living (defined as achieving the identified living arrangement in the Discharge Plan).
4. 70% of youth will either be attending school or have obtained their GED or HSD.
5. 95% of youth discharged from Phase II will have obtained their GED or HSD.
6. 100% of all youth requesting aftercare services will be linked to appropriate IL or community resources depending on the youth's needs.
7. 80% of the participants will remain delinquency free during their service period and after discharge.

RCHSD/Provider Agency Reporting Requirements

Progress reports must be submitted to the assigned RCHSD Case Manager for each participant monthly AND whenever a participant is not complying with program requirements and/or cannot be located AND whenever a significant event occurs in a participant's life, e.g. living arrangement move, injury or illness resulting in emergency treatment or hospitalization, alcohol or other drug involvement, etc.

An Annual Evaluation Outcome Report must be provided to the RCHSD Contract Monitor and to the Youth and Family Division Manager by 2/1/19.

EVALUATION OUTCOMES: Family Interaction/Direct Service Program

- Children's safety is maintained 100% of the time during the visits.
- Parents will develop an increased knowledge of child development, appropriate discipline and increased parental protective capacities as demonstrated through 8.6% or fewer children will re-enter care within 12 months of reunification.
- 80% of visits will occur as scheduled.

REPORTS:

Quarterly Evaluation Outcome Reports reflecting the aforementioned evaluation criteria must be provided no later than 4/15/18, 7/15/18 and 10/15/18.

An Annual Evaluation Outcome Report must be provided to the RCHSD Coordinator of Contract Services and to the Youth and Family Manager by 2/1/19.

EVALUATION OUTCOMES: Community Panels

1. At least 90% of the youth participating in a Community Panel will successfully complete their contracts.
2. 75% of the youth who successfully complete their contract will not be re-apprehended for a delinquent offense for a period of one year.
3. 90% of closed contracts will have a completed satisfaction survey returned to HSD Coordinator.
4. 85% of completed satisfaction surveys will indicate the client feels his/her needs have been satisfactorily addressed.

REPORTS:

Quarterly Evaluation Outcome Reports reflecting the aforementioned evaluation criteria must be provided no later than 4/15/18, 7/15/18 and 10/15/18.

An Annual Evaluation Outcome Report must be provided to the RCHSD Contract Monitor and to the Youth and Family Manager by 2/1/19.

EVALUATION OUTCOMES: Alternatives to Corrections Through Education (ACE)

OUTCOMES ACE:

1. 100% of youth served will be medium or high risk youth as determined by their YASI results.
2. 75% of youth served will not be adjudicated delinquent or convicted of a crime within one year of successful completion of the program.
3. 65% of youth served will have a decrease in criminogenic needs as demonstrated through the YASI re-assessment.

4. At least 85% of families will participate regularly in program activities.
5. At completion of **Phase 2**, 90% of families participating will complete a summary satisfaction survey indicating progress made in achieving individual and family goals.
6. 80% of youth will earn up to an average of 4 credits while in the ACE Program.

OUTCOMES ACE LITE:

1. 100% of youth served will be medium or high risk youth as determined by their YASI results.
2. Behavioral incident reports will be reduced by 70%
3. 100% of youth will be aware of their case status.

EVALUATION OUTCOMES: Family Foundations – Outreach & Engagement Program

1. A minimum of 50 outreach home visits will be completed during the reporting period.
2. 90% of clients who declined/refused RCHVN service will complete the required survey.
3. Outreach and engagement plan will be reviewed quarterly with the Manager of the Youth and Family Division, Racine County Human Services.
4. Stakeholder's meetings will occur regularly. Agendas and data will be prepared and distributed prior to the meetings.
5. 100% of the follow-up required by the Stakeholders will occur.

EVALUATION OUTCOMES: Counseling/Therapeutic Resources – Family Connections

- 80% of youth will experience no out-of-home placement for a period of at least one year after completing the program.
- 75% of parents will report improved family functioning.

EVALUATION REPORTS:

- Demographic reports are to be maintained detailing age, gender, race, start and end dates of service.
- Quarterly Evaluation Outcome Reports reflecting the aforementioned evaluation criteria must be provided no later than 4/15/18, 7/15/18, and 10/15/18.
- An Annual Evaluation Outcome Report must be provided to the RCHSD Contract Monitor and to the Youth and Family Division Manager by 2/1/19.

EVALUATION OUTCOMES: Safety Support Staff

1. 100% of families will be seen by the Safety Support worker within 24 hours of the initial referral.
2. 90% of children served will remain safely in their home.
3. 100% of families will not have a reoccurrence of maltreatment resulting in a substantiated determination.
4. 85% of parents/legal guardians will have increased knowledge and / or confidence in their parenting abilities and an increased satisfaction in family quality of life based on family surveys.
5. 100% of families open under an in-home safety plan will have family team meetings.

EVALUATION REPORTS:

Quarterly Evaluation Outcome Reports will be conducted by the Youth and Family Division Quality Assurance Supervisor and provided to the Youth and Family Division Manager. An Annual Evaluation Outcome Report must be provided to the Youth and Family Manager by 2/1/19.

EVALUATION OUTCOMES: SEP/TEP/TPA/FIT/PEPS Pass Through

SEP

1. 70% of youth will maintain or improve their academic performance during their involvement in the school engagement program;
2. 70% of youth will maintain or improve school attendance during their involvement in the school engagement program;
3. One year after completion of the school engagement program, 70% of the youth will demonstrate an improved school attendance when compared with their pre-program attendance.
4. 70% of participants will have no new involvement in the juvenile justice system while in the program.

TEP

1. 80% of TEP students will be successfully transitioned into either their home school or other determined school setting.
2. 70% of TEP students will have no behavioral disciplines (suspensions or expulsions).
3. 1 year following transition from TEP, 70% of the student's will be engaged in a "normal" school setting.

TPA

1. 80% of TPA students will be successfully transitioned into either their home school or other determined school setting.
2. 70% of TPA students will have no behavioral disciplines (suspensions or expulsions).
3. 1 year following transition from TPA, 70% of the student's will be engaged in a "normal" school setting.

EVALUATION REPORTS:

- Quarterly Evaluation Outcome Reports reflecting the aforementioned evaluation criteria must be provided at the conclusion of each school semester.
- An Annual Evaluation Outcome Report must be provided to the RCHSD Coordinator of Contract Services and to the Youth and Family Manager by 2/1/19.
- Client Satisfaction surveys are to be returned to the RCHSD Coordinator of Contract Services upon completion.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The regulations were published at §200.212 of Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

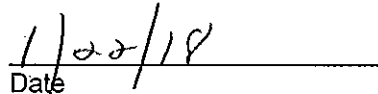
**(Before Completing Certification, Read Attached Instructions
Which Are an Integral Part of the Certification)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

Agency Director's Name or Designee
(If designee, attach Designee Authorization)



Date

DANIEL J. BARAN
Name printed

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid/proposal, the prospective recipient of Federal assistance funds is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid/proposal is submitted at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal, bid/proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person in which this bid/proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid/proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

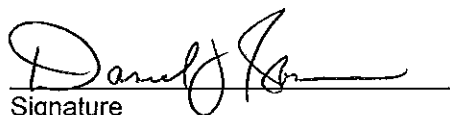
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

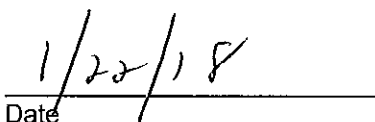
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature
Agency Director's Name or Designee
(If designee, attach Designee Authorization)



Date

DANIEL J. BARAN

Name printed

DISCLOSURE OF LOBBYING ACTIVITIES FORM
(Required for a W-2 agency that has lobbying activities.)

Approved by OMB
0348-0046

Reproduced by DWD/DWS/BDS

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e.</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a.</p> <p><input type="checkbox"/> b.</p> <p>For Material Change Only:</p> <p align="right">Year _____ quarter</p> <p>_____ Date of last report</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p align="center">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s),</p>		

employee(s), or Member(s) contacted, for Payment indicated in Item 11:

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

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

Signature:

Print

Name:

Title:

Tele. No.:

Date:

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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