


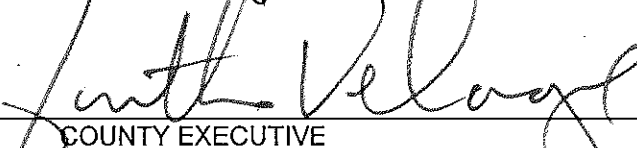
This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and PROFESSIONAL SERVICES GROUP, INC., whose principal business address is 800 Goold Street, Racine, Wisconsin 53402, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2017 through December 31, 2017.

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, Wisconsin 53402, telephone number (262)638-2000, e-mail address dbaran@psgpcip.com. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail Mary.Perman@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)  3-28-17
PROVIDER'S AUTHORIZED REPRESENTATIVE DATE

(signed)  04-04-17
COUNTY EXECUTIVE DATE


(signed)  4/4/17
COUNTY CLERK 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
4.2.17
Date


Signature
3-31-17
Date

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

I. CERTIFICATION OF SERVICES

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

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

H. Provider agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law. Provider agrees to follow the requirements of Administrative Code DHS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin, and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.

- I. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.

II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. Provider shall retain any record required to be kept on behalf of Purchaser for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. It is understood that in the event this Agreement terminates for any reason, Purchaser, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement. If, as the result of the expiration or termination of this Agreement, Provider discontinues services provided under this Agreement to any client who continues to require such service, Purchaser shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by Provider under this Agreement.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- E. In the event that the Provider meets the criteria of a qualified service organization as defined in 42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications

between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.

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

III. REPORTING

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

- B. If notified by Purchaser, Provider will submit a report by the 10th day of the following month showing authorized clients and units provided.

IV. FISCAL RESPONSIBILITIES

- A. Charge no more than 10% for management and general expenses as defined in proposal application. The 10% costs can be computed on program expenses only.
- B. Charge no greater amount than defined in proposal application for profit which will be computed as per the Allowable Cost Policy (private for-profit provider).
- C. Provider agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.
- D. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHS or DCF *Allowable Costs Policy Manual*.)
- E. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- F. Submit a written request to Racine County to expend any reserve amounts. The request must be submitted no later than 30 days after receipt of the audit. The request for expenditure of reserve amounts must specify the proposed purpose of utilizing the reserve amount. Reserve amounts not approved by HSD will be refunded to Racine County.
- G. Upon completion of the audit review by Purchaser, if Provider received funds in excess of actual allowable costs or actual unit costs, or if Purchaser has identified disallowed costs, Provider shall refund excess monies to Purchaser at the time of audit submission as per Section IV G. If Provider fails to return funds paid in excess and fails to request expenditure of any reserve amount or is denied the request to expend any reserve amount, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- H. If the Provider requests an advance payment in excess of \$10,000.00, the Provider agrees to supply a surety bond per s. 46.036(3)(f) Wis. Stats. The surety bond must be an amount equal to the amount of the advance payment Provider has requested.
- I. **Requirement to Have an Audit.** Unless waived by Racine County, the sub-recipient (auditee) shall submit an annual audit to Racine County if the total amount of annual funding provided by Racine County (from any and all of its Divisions taken collectively) for all contracts is \$25,000 or more. In determining the amount of annual funding provided by Racine County the sub-

recipient shall consider both: (1) funds provided through direct contracts with Racine County and (2) funds from Racine County passed through another agency which has one or more contracts with the sub-recipient.

J. **Audit Requirements.** The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statutes § 46.036 and § 49.34, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the sub-recipient is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

1. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.
2. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
3. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$25,000 in pass-through money from Racine County as determined by Wisconsin Statute § 46.036.
4. The DCF appendix to the SSAG contains additional DCF-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DCF sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$25,000 in pass-through money from Racine County as determined by Wisconsin Statute § 49.34. Audits must be performed in accordance with the SSAG and the DCF appendix unless required by contract to follow the Provider Agency Audit Guide (PAAG).

K. **Source of Funding.** Funding could be a mixture of state/federal/local funds. Sub-recipients may request confirmation of funding information when it becomes available to Racine County from the state. The information will include the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting the contract.

L. **Audit Reporting Package.** A sub-recipient that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to Racine County a reporting package which includes the following:

1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.

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

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

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

- M. **Audit Due Date.** Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- N. **Submitting the Reporting Package.** The auditee or auditor must send a copy of the audit report to all granting agencies that provided funding to the auditee. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.

Audit reports should be sent to:

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

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

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

- P. **Access to Auditor's Work Papers.** The auditor shall make audit workpapers available upon request to the auditee, Racine County or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- Q. **Failure to Comply with Audit Requirements.** Racine County may impose sanctions when needed to ensure that auditees have complied with the requirements to provide Racine County with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
1. The auditee did not have an audit.
 2. The auditee did not send the audit to Racine County or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with Racine County or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- R. **Sanctions.** Racine County will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to Racine County because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that Racine County determines is necessary to protect federal or state pass-through funding.
- S. **Close-Out Audits.** A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Racine County upon written request from the sub-recipient, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.
- The auditee shall ensure that its auditor contacts Racine County prior to beginning the audit.

Racine County or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by Racine County is the responsibility of the auditee.

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

V. INDEMNITY AND INSURANCE

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.
- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.
- C. The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.
- D. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an

AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.

- E. Provider is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Provider agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Provider's insurance.

VI. AUTHORIZATION PROCESS

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

VII. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) and the Contract Information for Agencies cover sheet by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.
- B. All 2017 Provider billings must be received by the Purchaser on or before January 20, 2018, or in the case of termination of contract during the contract period, 20 days after effective date of termination.
- C. Purchaser shall not be held financially liable for any payment for service received from Provider if the billing for such service is received 90 days or more from the date of the service provided to the respective client.
- D. HSD shall not assume liability for insurance co-payments, spenddowns, or other forms of joint payments.
- E. Method of payment shall be one of the following, as specified in Section XII:

Unit Rate Billing:

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

1/12 Reimbursement:

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

Reimbursement of Actual Expenses

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

F. Collections

1. Provider agrees to use due diligence to ascertain from clients and prospective clients all potential sources of payment and sources of revenue to pay for the services. Specifically, the Provider agrees not to bill for clients covered by Title 19, Medicare, private insurance which covers the charges for the service received; or have the ability to pay for the needed services.
2. If Purchaser authorizes services and it is determined that a third party payor is obligated to pay for the services or the patient has the ability to pay, Provider will not request further payment from Purchaser for services, and Provider shall reimburse Purchaser the amount reimbursed by the third party for prior services by crediting Purchaser on the next billing. All payments by the patient or third parties made to Provider for services previously paid for by Purchaser shall be credited to Purchaser on the next billing.
3. Provider will charge a uniform schedule of fees as defined in s. 46.031(18), Wis. Stats., unless waived by Purchaser with written approval of the Department of Health and Family Services. In the case of clients authorized and funded under the Community Options Program and the Medicare Waiver programs, the clients and their families may be liable to pay for services under policies and procedures developed under the *Community Options Program Cost Sharing Guidelines* and the *Medicaid Waiver Guidelines*.
4. Monies collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract as specified in Section VII F(2).
5. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.

G. Purchaser reserves the right to decrease units of service to meet actual needs. An increase in the units of service to be provided may be negotiated at the discretion of Purchaser.

VIII. NON-DISCRIMINATION

A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the

following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatic accessibility" 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 compliant process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Provider shall supply to the Purchaser's contract administrator upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- J. In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall include a statement to the effect that Provider is an "Equal Opportunity Employer."

IX. GENERAL CONDITIONS

- A. Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser, unless otherwise provided herein. Claims for money due to Provider from Purchaser under this Agreement may be assigned to a bank, trust company or other financial institution without County consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to Provider shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. Provider shall furnish Purchaser with notice of any assignment or transfer.

B. CONFIDENTIALITY.

- 1. Provider agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, the parties agree that:
 - a. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
 - b. Provider knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
 - c. Upon request from Purchaser, client specific information, including, but not limited to, treatment information, shall be exchanged between the parties consistent with applicable federal and state statutes, for the following purposes:
 - i. Research (names and specific identifying information not to be disclosed);
 - ii. Fiscal and clinical audits and evaluations;
 - iii. Coordination of treatment or services; and
 - iv. Determination of conformance with court-ordered service plans.

2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

- a. The Provider agrees to comply with the federal regulations implementing the

HIPAA and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Agreement.

- b. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the Purchaser must comply with all provisions of the law. If Purchaser has determined that Provider is a "Business Associate" within the context of the law, Provider will sign and return an approved Business Associate Agreement, which will be included and made part of this Agreement.
- C. Provider agrees to cooperate with departments, agencies, employees, and officers of Purchaser in providing the services described herein. Where Provider furnishes counseling, care, case management, service coordination or other client services and Purchaser requests Provider or any of Provider's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this agreement include Provider making itself or its employees available to provide such evidence requested by Purchaser as authorized by law.
- D. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this agreement. Any party changing its address shall notify the other party in writing within five (5) business days.
- E. In order for Provider and the people Provider serves to be prepared for an emergency such as tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, Provider shall develop a written plan that at a minimum addresses: (1) the steps Provider has taken or will be taking to prepare for an emergency; (2) which of Provider's services will remain operational during an emergency; (3) the role of staff members during an emergency; (4) Provider's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility; (5) evacuation routs, means of transportation and use of alternate care facilities and service providers (such as pharmacies) with which Provider has emergency care agreements in place; (6) how Provider will assist clients/consumers to individually prepare for an emergency; and (7) how essential care records will be protected, maintained and accessible during an emergency. A copy of the written plan should be kept at each of Provider's office(s). Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.
- F. During the term of this Agreement, Provider shall report to the Purchaser's contract administrator, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Provider has violated a statute or regulation regarding labor standards or relations. If an investigation by the Purchaser results in a final determination that the matter adversely affects Provider's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, Purchaser may take such action. Provider may appeal any adverse finding as set forth at Article X.
- G. This Contract is contingent upon authorization of Wisconsin and United States Law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- H. Purchaser may investigate any complaint received concerning the operation and services purchased including review of clinical service records and administrative records subject to restrictions by law. This may include contacting clients both past and current as required.

- I. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with the understanding of the resolution of the complaint.
- J. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- K. All capital equipment purchased with funds from this contract may at the discretion of Racine County revert to Racine County at the termination of this contract period or subsequent contract periods. Computer equipment authorized within this contract budget will require Purchaser's approval prior to purchase and authorized payment.
- L. Provider shall acknowledge Racine County as a funding source in all manner of communication including letterhead, brochures, pamphlets, and other forms of media exposure. Racine County may at its discretion identify the type of acknowledgment necessary for recognition.
- M. Provider agrees to list all external job vacancies on Job Net.
- N. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by Purchaser of any breach of the covenants of this Agreement or a waiver of any default of Provider. The making of any such payment or acceptance of any such service or product by Purchaser while any such default or breach shall exist shall in no way impair or prejudice the right of Purchaser with respect to recovery of damages or other remedy as a result of such breach or default.
- O. Provider may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by the parties, the invention(s) shall be jointly owned.
- P. PENALTIES.
 - 1. Provider shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by Purchaser. Concurrent with notification, Provider shall submit either a request for an alternative deadline or other course of action or both. Purchaser may grant or deny the request. Purchaser has the prerogative to withhold payment to Provider upon denial of request or until any condition set by Purchaser is met. In the case of contracts that have been renewed or continued from a previous contractual period, Purchaser may withhold payment in the current period for failures that occurred in a previous period.
 - 2. If Purchaser is liable for damages sustained as a result of breach of this Agreement by Provider, Purchaser may withhold payments to Provider as set off against said damages.
 - 3. If, through any act of or failure of action by Provider, Purchaser is required to refund money to a funding source or granting agency, Provider shall pay to Purchaser within ten (10) working days, any such amount along with any interest and penalties.
- Q. This Agreement or any part thereof, may be renegotiated at the option of Purchaser in the case of: (1) increased or decreased volume of services; (2) changes required by Federal or State law or regulations or court action; (3) cancelation, increase or decrease in funding; (4) changes in service needs identified by Purchaser; (5) Provider's failure to provide services purchased; or (6) upon any mutual agreement. Provider agrees to renegotiate in good faith if Purchaser exercises this option. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by both parties. If Provider refuses to renegotiate in good faith as required by this section, Purchaser may either terminate the

Agreement or unilaterally adjust payments downward to reflect Purchaser's best estimate of the volume of services actually delivered by Provider under this Agreement.

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

A. **Good Faith Efforts**. In the event of a dispute between the parties involving the interpretation or application of the contents of this Agreement, the parties agree to make good faith efforts to resolve grievances informally.

B. **Formal Procedure**. In the event informal resolution is not achieved, the parties shall follow the following procedure to resolve all disputes:

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

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

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

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

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

Step 6: Provider's Chief Executive Officer or designee may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

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

C. **Client Grievance Procedure**.

1. Provider shall have a written client grievance procedure approved by Purchaser, posted in its service area, at all times during the term of this Agreement.

2. Where clients may be entitled to an administrative hearing concerning eligibility, Provider will cooperate with County in providing notice of said eligibility to clients.

XI. TERMINATION, SUSPENSION AND/OR MODIFICATION

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

A. Either party may terminate the Agreement, for any reason, at any time upon sixty (60) days written notice.

- B. Failure of Provider to fill any of its obligations under the Agreement in a timely manner or violation by Provider of any covenants or stipulations contained in this Agreement shall constitute grounds for Purchaser to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 - 1. Violation by Provider of any state, federal or local law, or failure by Provider to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. Failure by Provider to carry applicable licenses or certifications as required by law.
 - 3. Failure of Provider to comply with reporting requirements contained herein.
 - 4. Inability of Provider to perform the work provided for herein.
 - 5. Exposure of a client to immediate danger when interacting with Provider.
- D. In the event of cancellation or reduction of state, federal or county funding upon which Purchaser relies to fulfill its obligations under this Agreement, Provider agrees and understands that Purchaser may take any of the following actions:
 - 1. Purchaser may terminate this Agreement, upon thirty (30) days written notice.
 - 2. Purchaser may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - 3. Purchaser may reduce funding to Provider upon thirty (30) days written notice. If Purchaser opts to reduce funding under this provision, Purchaser may, after consultation between Provider and Purchaser's contract manager or designee, specify the manner in which Provider accomplishes said reduction, including, but not limited to, directing Provider to reduce expenditures on designated goods, services and/or costs.
- E. Failure of Racine County or the State or Federal governments to appropriate sufficient funds to carry out Purchaser's obligations hereunder or failure of Provider to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by Purchaser under this Agreement are not subject to the review process set forth in Article X of this document.

XII. CONTRACT CONSTRUCTION AND LEGAL PROCESS

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this

Agreement to Provider for examination does not constitute an offer. Provider warrants that the persons executing this Agreement on its behalf are authorized to do so.

- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where Provider intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, Provider shall first obtain the written permission of Purchaser; and further, Provider shall ensure that it requires of its subcontractor the same obligations incurred by Provider under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

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 describe

Account #	Program	Total	Units	Unit Rate	Method of Payment
1531305	Community Panels Minimum # of Panels to be held: 450	\$ 45,249	N/A	N/A	Actuals
	Total Program:	\$ 45,249			
1531507	Counseling/Therapeutic Resources - Family Connections Minimum # of Clients Served: 60	\$ 160,000	N/A	N/A	Actuals
1531110	Independent Living Program (Daily Living Skills Training)	\$ 53,695	N/A	N/A	Actuals
1531110	Employment & Training Vouchers Maximum of \$2,500 per participant	\$ 9,380	N/A	N/A	Actuals
1533203	Family Interaction-Direct Services Program	\$ 194,023	N/A	N/A	Actuals
1531303	Juvenile Monitoring Program For Period 1/1/17-6/30/17	\$ 97,856	N/A	N/A	Actuals
1531307	ACE/ACE 180 Program	\$ 322,665	N/A	N/A	Actuals
	Racine Unified PEP, SEP, TEP, TPA For Period 1/1/17-6/30/17				
1531408	PEP Lunches/Transportation	\$ 15,625	N/A	N/A	Actuals
1531408	SEP	\$ 107,244	N/A	N/A	Actuals
1531408	FIT	\$ 33,135	N/A	N/A	Actuals
1531408	TEP	\$ 90,886	N/A	N/A	Actuals
1531408	TPA	\$ 226,641	N/A	N/A	Actuals
1533203	Family Foundations Outreach and Engagement Program Community Coordinator For Period 1/1/17-9/30/17	\$ 68,846	N/A	N/A	Actuals
1532507	Court Ordered Parenting Assssment, Psychological Assessment and Counseling Services	AS AUTHORIZED BY CONTRACT EXCEPTION ONLY			Actuals
81708.005.990.404500	Data Clerk - Delinquency Unit	\$ 23,000	N/A	N/A	Actuals
1555990	Improving Children's Mental Health through School and Community Partnerships For Period 1/1/17-06/30/17	\$ 50,105	N/A	N/A	Actuals

Approved by HSD Fiscal Manager 

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

Family Connections Program

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

Independent Living Program

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.

PROGRAM DESCRIPTION:

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

Data Clerk – HSD 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

PROGRAM DESCRIPTION

Family Interaction-Direct Services 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 3 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. Inasmuch as 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.
11. 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.

12. Help the parent gain confidence in looking after their child and meeting their child's needs.
13. Document all observations of parent/child interactions.
14. 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.
15. Communicating with RCHSD Case Managers as needed.
16. Actively engage parents in order to assist them in achieving the goals of the case plan and court order.
17. Identify the changing needs of the parents and children and make case plan amendment recommendations accordingly.
18. Develop and maintain positive working relationships with case managers, other professionals within and outside the agency and with other community resources.

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

Ace/Ace 180 Program

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:

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.

STAFF QUALIFICATIONS:

Vendor will provide 5 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

Racine Unified Programs

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

Family Foundations Community Coordinator

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.

The 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

Improving Children's Mental Health Through School and Community Partnerships

Vendor will provide one (1) FTE staff designated as the Project Coordinator.

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 EVALUATION

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 4/15/17, 7/15/17 and 10/15/17.

An Annual Evaluation Outcome Report must be provided to the RCHSD Contract Monitor and to the Youth and Family Manager by 2/1/18.

Family Connections Program

- 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.

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 4/15/17, 7/15/17, and 10/15/17.
- An Annual Evaluation Outcome Report must be provided to the RCHSD Contract Monitor and to the Youth and Family Division Manager by 2/1/18.

Independent Living Program

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 2/1/18.

Family Interaction Direct Services Program

1. Children's safety is maintained 100% of the time during the visits.
2. 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.
3. 80% of visits will occur as scheduled.

REPORTS:

Quarterly Evaluation Outcome Reports reflecting the aforementioned evaluation criteria must be provided no later than 4/15/17, 7/15/17 and 10/15/17.

An Annual Evaluation Outcome Report must be provided to the RCHSD Coordinator of Contract Services and to the Youth and Family Manager by 2/1/18.

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 2/1/18.
- Quarterly accounting of receipts for GPS monitoring will be provided to the RCHSD Contract Monitor.

Ace/Ace 180 Program

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.

Racine Unified Programs:

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 2/1/18.
- Client Satisfaction surveys are to be returned to the RCHSD Coordinator of Contract Services upon completion.

Family Foundations Community Coordinator

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.

Improving Children's Mental Health Through School and Community Partnerships

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 2/1/18.

2017 VENDOR AGENCY AUDIT CHECKLIST

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

Summary of Audit Results

Name of Agency _____

Period of Audit _____

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

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

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

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

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

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

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

7. Signature of Partner in Charge: _____

Date of report: _____