

This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and RACINE AREA MANUFACTURERS AND COMMERCE, whose principal business address is 300 5th Street, Racine, Wisconsin 53403, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2017 through December 31, 2017.

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

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail Mary.Perman@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) <u>Anna Clementi</u>	<u>6/12/17</u>
PROVIDER'S AUTHORIZED REPRESENTATIVE	DATE
(signed) <u>Justin Velazquez</u>	<u>6-12-17</u>
COUNTY EXECUTIVE	DATE
(signed) <u>Heidi M. Gustafson</u>	<u>7/6/17</u>
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 [Signature]
Racine County Corporation Counsel
7-7-17
Date

Signature

Date

REVIEWED BY FINANCE DIRECTOR

[Signature] 6/13/17
Sign 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:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - B. 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;

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

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

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

- H. Provider agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law. Provider agrees to follow the requirements of Administrative Code DHS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin, and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.
- I. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.
- J. Provider agrees to abide by the Veteran's Priority Provisions of the Jobs for Veteran's Act (P.L. 107-288) to ensure that a veteran shall be given priority over a non-veteran for the receipt of employment, training and placement services provided under that program, notwithstanding any other provision of law.

II. RECORDS

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

42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.

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

III. 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. All 2017 Provider billings for WIOA funded programs must be received by the Purchaser on or before July 20, 2017 or in the case of termination of contract during the contract period, 20 days after effective date of termination
- D. 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.
- E. HSD shall not assume liability for insurance co-payments, spenddowns, or other forms of joint payments.
- F. 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.

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

VIII. NON-DISCRIMINATION

- A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).
- B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatically 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 complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Provider shall supply to the Purchaser's contract administrator upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- J. In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall include a statement to the effect that Provider is an "Equal Opportunity Employer."
- K. No individual in the United States may, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIOA Title 1-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title 1-funded program or activity. Provider agrees to comply with the Section 188 of WIOA 2014 and implementing regulations at 29 CFR Part 38.

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.

XI. COST AND SERVICES TO BE PROVIDED

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

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

Account #	Program	Total	Units	Unit Rate	Method of Payment
91702.009.600.404500	Business Services-Adult	\$ 26,463			
91703.009.600.404500	Business Services-Youth In School	\$ 9,527			
91704.009.600.404500	Business Services-Youth Out of School	\$ 16,936	N/A	N/A	Actuals
91706.009.600.404500	Business Services-Rapid Response	\$ -			
91708.009.600.404500	Business Services-Bootcamp	\$ -			
		\$ 52,926			
91715.009.600.404500	Resource Room Triage Specialist-Children 1st	\$ 4,257			
91702.006.900.404500	Resource Room Triage Specialist-Adult	\$ 4,416			
91705.009.600.404500	Resource Room Triage Specialist-DW	\$ 6,007			
91719.009.600.404500	Resource Room Triage Specialist-DWD	\$ 2,569			
91718.009.600.404500	Resource Room Triage Specialist-W-2 WI Works	\$ 17,000			
91703.009.600.404500	Resource Room Triage Specialist-Youth In School	\$ 1,833			
91704.009.600.404500	Resource Room Triage Specialist-Youth Out of School	\$ 3,258	N/A	N/A	Actuals
91706.009.600.404500	Resource Room Triage Specialist-Rapid Response	\$ -			
91708.009.600.404500	Resource Room Triage Specialist-Bootcamp	\$ -			
		\$ 39,340			
1541803	Entrepreneurial Award (Apollo) - WIOA-Admin	\$ 2,000	N/A	N/A	Actuals
91715.009.600.404500	Resource Room Supervisor-Children 1st	\$ 13,086			
91702.006.900.404500	Resource Room Supervisor-Adult	\$ 13,575			
91705.009.600.404500	Resource Room Supervisor-DW	\$ 18,467			
91719.009.600.404500	Resource Room Supervisor-DWD	\$ 4,246			
91703.009.600.404500	Resource Room Supervisor-Youth In School	\$ 5,636			
91704.009.600.404500	Resource Room Supervisor-Youth Out of School	\$ 10,020	N/A	N/A	Actuals
91706.009.600.404500	Resource Room Supervisor-Rapid Response	\$ -			
91708.009.600.404500	Resource Room Supervisor-Bootcamp	\$ -			
		\$ 65,030			
13600000.416500	Receptionist-Child Support	\$ 46,092	N/A	N/A	Actuals
91715.009.990.404500	Receptionist-Children 1st	\$ 4,964			
91703.009.990.404500	Receptionist-Youth In School	\$ 4,963			
91704.009.990.404500	Receptionist-Youth Out of School	\$ 4,963			
91702.009.990.404500	Receptionist-Adult	\$ 4,963			
91705.009.990.404500	Receptionist-DW	\$ 4,965			
		\$ 70,910			
91703.009.600.404500	WIOA Youth Services-In School	\$ 48,762	N/A	N/A	Actuals
91704.009.600.404500	WIOA Youth Services-Out of School	\$ 86,688	N/A	N/A	Actuals
91706.009.600.404500	WIOA Youth Services-Rapid Response	\$ -			
91708.009.600.404500	WIOA Youth Services-Bootcamp	\$ -			
		\$ 135,450			

91705.009.600.404500	WIOA Employment Consultants-Dislocated Worker	\$ 32,268			
91702.009.600.404500	WIOA Employment Consultants-Adult	\$ 79,708	N/A	N/A	Actuals
91706.009.600.404500	WIOA Employment Consultants-Rapid Response	\$ -			
91708.009.600.404500	WIOA Employment Consultants-Bootcamp	\$ -			
		\$ 111,976			
91715.009.990.404500	Workforce Solutions Supervisor-Children 1st	\$ 16,320			
91702.009.990.404500	Workforce Solutions Supervisor-Adult	\$ 16,930			
91705.009.990.404500	Workforce Solutions Supervisor-Dislocated Worker	\$ 23,030			
91703.009.990.404500	Workforce Solutions Supervisor-Youth In School	\$ 7,028			
91704.009.990.404500	Workforce Solutions Supervisor-Youth Out of School	\$ 12,494	N/A	N/A	Actuals
91706.009.990.404500	Workforce Solutions Supervisor-Rapid Reponse	\$ -			
91708.009.990.404500	Workforce Solutions Supervisor-Bootcamp	\$ -			
		\$ 75,802			
1541990	Children First Administrative Assistant	\$ 34,000	N/A	N/A	Actuals
1545604	Windows to Work Program For period 1/1/17-6/30/17	\$ 35,613	N/A	N/A	Actuals
1541803	Gateway to Careers-Bootcamp CM	\$ 75,731	N/A	N/A	Actuals
91703.009.600.404500	Employer Engagement Program Manager-In School	\$ 25,740			
91704.009.600.404500	Employer Engagement Program Manager-Out of School	\$ 45,760	N/A	N/A	Actuals
91706.009.600.404500	Employer Engagement Program Manager-Rapid Response	\$ -			
91708.009.600.404500	Employer Engagement Program Manager-Bootcamp	\$ -			
		\$ 71,500			
61702.010.990.404500	Marketing Coordinator-BHS General Operations	\$ 20,284			
81708.005.990.404500	Marketing Coordinator-Youth Aids	\$ 20,284			
91704.009.990.404500	Marketing Coordinator-Out of School Youth	\$ 20,284	N/A	N/A	Actuals
		\$ 60,853			
91735.011.600.404500	CaseManager TechHire	\$ 60,284	N/A	N/A	Actuals
61701.010.990.404500	Utility Worker	\$ 33,000	N/A	N/A	Actuals
13600000.416500	For period 6/1/16-12/31/16 Contracted Services Attorney Child Support/Corporation Counsel	\$ 44,000	N/A	N/A	Actuals
91715.009.990.404500	One Stop Operator Services-Children 1st	\$ 16,320			
91702.009.990.404500	One Stop Operator Services-Adult	\$ 96,638			
91705.009.990.404500	One Stop Operator Services-Dislocated Worker	\$ 55,298			
91703.009.990.404500	One Stop Operator Services-Youth In School	\$ 7,028			
91704.009.990.404500	One Stop Operator Services-Youth Out of School	\$ 12,494	N/A	N/A	Actuals
91706.009.990.404500	One Stop Operator Services-Rapid Response	\$ -			
91708.009.990.404500	One Stop Operator Services-Bootcamp	\$ -			
		\$ 187,778			

Approved by HSD Fiscal Mgr. 

PROGRAM DESCRIPTION

BUSINESS SERVICES

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

The Provider shall employ 1.0 FTE Business Consultant to provide services to employers to meet their workforce needs. Business services include: job posting assistance, workforce and labor market information, recruitment assistance (job fairs, specialized recruitments, pre-screening services, skill testing), recruitment skill building (new strategies for recruitment, effective interviewing, job order writing, job analyses, training incumbent and new workers), information about incentives such as Work Opportunity Tax Credit, bonding, training reimbursement, and business resources (through labor law clinics, information on unemployment taxes, workers compensation, and equal rights, etc.), and implement opportunities for business to connect with young adults/job seekers through internships, apprenticeships, job shadowing opportunities company tours, company guest speakers, etc.

APOLLO AWARD

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

PROGRAM DESCRIPTION

RESOURCE ROOM TRIAGE SPECIALIST

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

PROGRAM DESCRIPTION

RESOURCE ROOM SUPERVISOR

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

Supervisor will be responsible for creating a customer-centric environment that is warm and welcoming. The team will be responsible for no fewer than 200 direct referrals to GED services.

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

PROGRAM DESCRIPTION

RECEPTIONIST

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

Basic Function

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

Essential Duties

1. Promptly, accurately, professionally and courteously answers all telephone calls and greets visitors to determine what service is being requested. Directs customers to appropriate floor.
2. Promptly, accurately, professionally and courteously assesses received calls/inquires and explains services of the Workforce Solutions. Directs callers to the appropriate individual or department. Assists callers in leaving messages in Voice Mail.
3. If necessary, notifies worker of the presence of the customer.
4. Maintains a thorough working knowledge of and adheres to organization policies, regulations and procedures.
5. Respects confidentiality in discussing participant/customer, staff, volunteer and organizational matters.
6. Dispenses forms, messages, materials and documents left at the Reception Desk for customers by staff.
7. Accepts and date stamps forms, messages, materials and documents for individuals and routes to appropriate staff.
8. Performs clerical duties and projects as assigned.

Supervision Received

Receives supervision from the Resource Room Supervisor or Division Managers.

Qualifications

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

Knowledge, Skills and Abilities

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

PROGRAM DESCRIPTION

WIOA YOUTH SERVICES

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

150 youth

The Provider will employ 3 FTE Youth Case Managers that will be responsible for determining program eligibility, file maintenance, and collecting and documenting the required enrollment paperwork, entering information into ASSET including the progression and successful completion of workforce development services for targeted youth, program eligibility and other requirements under the Workforce Innovation Opportunity Act. Service provision will be holistic, comprehensive and customer focused. The Provider will leverage and integrate Workforce Investment Act/ Workforce Innovation and Opportunity Act funded services with other services provided throughout the community including those available through the Workforce Solutions and other youth-serving agencies. A primary and direct responsibility of the Provider will be to establish a positive, trusting relationship with each enrolled youth. This will include ongoing contact and support.

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

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

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

1. Increasing educational attainment and promoting engagement in education and civic opportunities
2. Preparing youth for ongoing training and education to advance along industry specific career pathways
3. Fostering a creative culture that inspires youth and creates a sense of excitement and belonging within Racine County

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

PROGRAM DESCRIPTION

WIOA EMPLOYMENT CONSULTANTS

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

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

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

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

If training, education, or skills upgrades are determined to be necessary to obtain the outcome, the Service Provider shall utilize an Individual Training Account, customized training, on-the-job training, or other approved method to insure the customer meets the outcome. When on-the-job training or customized training is the chosen approach, the Service Provider will coordinate activities with the designated Business Consultant to develop appropriate options for the customer. Attainment of a GED/HSED for individuals who did not graduate from high school is a priority for customers.

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

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

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

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

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

PROGRAM DESCRIPTION

WORKFORCE SOLUTIONS SUPERVISOR

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

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

Essential Duties

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

Supervision Exercised

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

Supervision Received

Receives general supervision from the Workforce Solutions Manager.

Qualifications

Education and Experience

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

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

Knowledge Skills & Abilities

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

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

Funding

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

PROGRAM DESCRIPTION:

CHILDREN FIRST ADMINISTRATIVE SUPPORT SPECIALIST

Basic Function

To greet visitors, answer telephone and perform other clerical duties as assigned.

Essential Duties

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

Supervision Received

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

Qualifications

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

Knowledge, Skills, and Abilities

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

Physical Requirements

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

Working Conditions

- Works in well lighted and ventilated areas
- Subject to frequent interruptions
- Subject to involvement with personnel, visitors, state and federal agency personnel and residents on a frequent basis.
- Will have contact with the ill, elderly, disabled, mentally ill, emotionally upset, and at times, hostile residents within the facility.

This description has been prepared to assist in properly evaluating various classes of responsibilities, skills,

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

PROGRAM DESCRIPTION:

WINDOWS TO WORK PROGRAM

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

PROGRAM DESCRIPTION:

GATEWAY TO CAREERS-BOOTCAMPS

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

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

PROGRAM DESCRIPTION

EMPLOYER ENGAGEMENT PROGRAM MANAGER

Reports to: Higher Expectations for Racine County Youth, Community Impact Manager

Worksite: Racine County Workforce Development Center, 1717 Taylor Ave, Racine, WI

The mission of the Employer Engagement Program Manager role is to increase the engagement of employers/community partners in Racine County high schools, initially in the Academies of Racine at the Racine Unified School District (RUSD). The Program Manager will build the systems needed to forge meaningful and robust ongoing connections between employers, students, schools, and other partners in an effort to ensure students graduate from high school prepared to succeed in a 21st century workforce.

Core Responsibilities & Outcomes

1. Engage employers and community partners, initially in the Academies of Racine. Outcomes in the 2016-2017 academic year include:
 - a. Engage a total of 100 employers/community partners in supporting the Academies of Racine;
 - b. Ensure employers/community partners are representative of Racine County labor force needs (*For example, manufacturing comprises 26% of Racine County's labor force. This position will ensure that employer partners are representative of our labor force and its future needs, as defined by Department of Labor and local workforce survey data.*);
 - c. Communicate regularly with employers/community partners through various channels, including annual visits and a quarterly newsletter.
2. Plan, coordinate, and implement "Opportunities to Engage" as identified by the High School Transformation Network and Alignment Team. Outcomes in the 2016-2017 academic year include:
 - a. Increase the number of employers/community partners participating in the SEE Your Future Expo from 46 to at least 60;
 - b. Increase the number of employers/community partners participating in Employer and/or Educator Roundtables from 21 to 40.
3. Facilitate collaboration and alignment between Racine Unified School District (RUSD), Racine Area Manufacturers and Commerce (RAMAC) and Higher Expectations. Outcomes in the 2016-2017 academic year include:
 - a. Convene and facilitate quarterly meetings of the High School Transformation Network and Alignment Team;
 - b. Facilitate and actively engage in bi-weekly meetings between Higher Expectations and the Office of Secondary Transformation;
 - c. Maintain a database of employers/community partners and provide quarterly updates about engagement progress to the High School Transformation Network and Alignment Team. Updates should include: number of employers/community partners engaged and total volunteer hours completed;
 - d. Facilitate the identification of, clearly document, and communicate the Academies of Racine goals and performances measures and develop and implement an action plan to ensure these goals are achieved.
4. Increase the number students participating in youth apprenticeships from 63 to 80 in the 2016- 2017 academic year.
5. Facilitate the use of Inspire Wisconsin throughout Racine County school districts. Outcomes in the 2016-2017 academic year include:
 - a. Increase the number of employers with a Inspire Wisconsin profile from 118 to 150
 - b. Provide annual trainings and/or visits to each Racine County high school district;
 - c. Conduct annual visits to local employers to maintain/update their profiles or create one;

- d. Increase the number of Racine County students using Inspire Wisconsin from 200 to 400 (as measured by "Company Views" in the Inspire System)
- e. Manage the Inspire Wisconsin discussion board on a daily basis.

6. Assumes any additional responsibilities as assigned by Higher Expectations for Racine County Youth

Key Attributes & Experience

- Proactive; strong organization and project management skills; demonstrated ability to develop and implement action plans
- Excellent interpersonal relationship, listening, written, and oral communications skills, including presentation skills
- Enthusiasm for the work and ability to motivate others;
- Open to receiving and applying feedback from others;
- Demonstrated ability to team with and engage a wide variety of internal and external stakeholders, particularly individuals from across various sectors (e.g., government, school districts, business, nonprofit, etc.);
- Ability to adapt to new situations/challenges;
- Ability to maintain and utilize a customer relationship management data base (e.g., Salesforce.com); proficiency with Microsoft Office;
- Ability to organize and attend evening and weekend events as necessary;
- Ability to work well with interruptions, projects a positive image, and maintains a professional attitude;
- Demonstration of high levels of integrity, honesty, credibility, and courage to make difficult yet necessary decisions is a must.

Education

Bachelor's Degree required

PROGRAM DESCRIPTION:

UTILITY WORKER

Provider will provide the following duties as needed

1. Detention food delivery
2. Classroom set ups
3. 1 North Lobby set ups
4. Paper box delivery
5. Package/Mail delivery including building supplies
6. Chair clean ups and or removals
7. Shovel/Salt dock area, entrances, steps when needed
8. When people need items/boxes brought down to the loading dock that will be picked up for the courthouse
9. Hand Sanitizer fill ups
10. Resource room set ups
11. Tables that need to be put in different areas

Further duties may be assigned by Racine County Human Services Department Contract Services

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PROGRAM DESCRIPTION:

**WORKFORCE SOLUTIONS TECH HIRE CASE MANAGER
Workforce Services (Contracted Position)**

Basic Function

The TechHire Case Manager provides comprehensive, intensive case management services to Department of Labor grant eligible customers to assist each individual in developing skills, attaining an education level, pursuing advanced education or training and obtaining permanent employment in Information Technology careers. The position will determine eligibility, file maintenance, and will collect and document the required enrollment paperwork, and enter the information into appropriate databases. This position is a project position lasting approximately 42 months.

Essential Duties

1. Perform outreach, recruitment and eligibility determination.
2. Provide case management to assist participant in eliminating obstacles that may interfere with program participation and employment.
3. Identify barriers to employment and make appropriate referrals to program and community resources. Monitor ongoing progress toward goals and provide support and additional referrals as necessary.
4. Evaluate competencies and monitor progress of participants' job skills and trainings.
5. Provide appropriate guidance and support for customers in short-term Information Technology training programs
6. Provide referrals to education programs, health and mental health programs, childcare programs, and other services that can assist participants to become job ready.
7. Collaborate effectively with other community organizations, local businesses, and counseling services to maximize opportunities for partners and the effectiveness of the program.
8. Assist with coordination of employment related events and activities, career fairs, employer advisory committees, career exploration events etc.
9. As needed, conduct intake, orientation, program suitability and eligibility sessions.
10. Determine and document program eligibility using WIOA rules and guidelines.
11. Provide employment retention for up to one year past program completion.
12. Maintain timely and accurate documentation of services in accordance with Agency, State and Federal contractual guidelines for quality assurance.
13. Participate in staff meetings, trainings, workshops and outreach events.
14. Perform any other functions as needed by management and agency to meet Workforce Solutions and Team goals.

Organizational Placement

Reports to the Workforce Services Supervisor, the position will be located at the Racine County Workforce Solutions.

Supervision Received

Receives general supervision from the Workforce Services Supervisor.

Qualifications

- Bachelor's degree in Human Resources, Business, Management, Education or a related field, or an Associate's degree in Human Resources, Business, Management or a related field and one (1) year employment/training, program or case management experience.
- Two (2) years' work experience in making independent decisions and meeting deadlines.
- Valid Wisconsin driver's license.
- Demonstrated knowledge and sensitivity to various cultures and underserved and underserved families from all socio-economic backgrounds.
- Recent technical training or experience with Microsoft Word, Access, Excel, PowerPoint and other applications.
- Prompt and regular attendance.
- Or any equivalent combination of education, training, or experience which provides the requisite knowledge, skill, and abilities.

Knowledge, Skills and Abilities

- Ability to effectively communicate orally and in writing.
- Ability to maintain accurate and complete records both paper and electronic
- Ability to evaluate information and exercise independent judgment in making decisions.
- Ability to appropriately and professionally represent the WIOA Adult team and the Workforce Solutions in performing assigned duties and responsibilities following County policies and procedure.
- Ability to communicate well with staff, team members, other functional teams and the public.

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

PROGRAM DESCRIPTION:

**Marketing Coordinator
Human Services/Workforce Solutions**

Basic Functions

This position works closely with the Marketing and Fund Development Manager in the development of marketing materials and strategies for all Racine County programs, departments and initiatives.

Essential Duties

15. Interface with Workforce Solutions, Human Services and other Racine County department staff to create print and electronic marketing pieces.
16. Propose other areas where Racine County initiatives and programs could be marketed to the public.
17. Identify and evaluate new sources for Racine County exposure.
18. Maintain up-to-date information on Racine County website.
19. Take photos of events and record where appropriate.
20. Provide support for strategic plan and process.
21. Use social media to effectively engage the community and create awareness of services offered by Racine County.
22. Collaborate effectively with other community organizations, local businesses, and counseling services to maximize opportunities for partners and the effectiveness of the program.
23. Assist with coordination of employment-related events and activities, career fairs, employer advisory committees, career exploration events etc.
24. Participate in staff meetings, trainings, workshops and outreach events.
25. Perform any other functions as needed by management and agency to meet marketing goals.
26. Conceptualize, develop and design materials to effectively achieve desired outcomes.
27. Evaluate and measure performance of marketing efforts using metrics and analytics
28. Complete tasks and project within prescribed timeline.
29. Other duties as assigned.

Organizational Placement

Reports to the Marketing and Fund Development Manager.

Supervision Received

Receives general supervision from the Marketing and Fund Development Manager.

Qualifications

- Bachelor's degree in Communications, Business, Management, Education or a related field.
- Two (2) years' work experience in making independent decisions and meeting deadlines.
- Valid Wisconsin driver's license.
- Demonstrated knowledge and sensitivity to various cultures and underserved and underserved families from all socio-economic backgrounds.
- Recent technical training or experience with Microsoft Word, Access, Excel, PowerPoint and current graphic design software
- Knowledge and experience using multiple social media platforms.
- Prompt and regular attendance.

- Or any equivalent combination of education, training, or experience which provides the requisite knowledge, skill, and abilities.

Knowledge, Skills and Abilities

- Ability to effectively communicate orally and in writing.
- Ability to maintain accurate and complete records both paper and electronic
- Ability to evaluate information and exercise independent judgment in making decisions.
- Ability to communicate well with staff, team members, other functional teams and the public.

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

PROGRAM DESCRIPTION:

**CONTRACTED SERVICES ATTORNEY
Child Support/Corporation Counsel**

Basic Function

To provide legal services to the Office of Child Support Enforcement (OCSE), necessary to carry out the functions of the Title IV-D child support program, pursuant to the contract between the Wisconsin Department of Children and Families, and Racine County.

Essential Duties

1. Provide legal services to the OCSE, necessary to carry out the functions of the IV-D program under §§49.22 and 59.33(5), Wis. Stats., and §454(33) of the federal Social Security Act related to establishing paternity, establishing and enforcing support obligations, collecting and distributing support payments, establishing and enforcing medical support obligations, and locating absent parents, all in conformance with Title IV-D of the Social Security Act, and other federal regulations, state statutes and administrative rules governing the child support program.
2. Appear in court on behalf of the state and the OCSE in proceedings involving IV-D cases, providing competent representation pursuant to the Rules of Professional Conduct governing Wisconsin lawyers.
3. Perform other duties as assigned by the Child Support Director, or the Corporation Counsel.

Supervision Received

This position reports to the Child Support Director.

Qualifications

- Law Degree from an accredited law school as well as an active law license in the State of Wisconsin along with admission to the Wisconsin State Bar and must be in good standing with the State of Wisconsin Bar Association.

Knowledge, Skills and Abilities

- Knowledge of federal and state statutes and regulations relating to family law and child support, and of Bureau of Child Support policies concerning the administration of the child support program in Wisconsin.
- Knowledge of the Rules of Professional Conduct governing Wisconsin lawyers.
- Understanding of KIDS data management system or equivalent.
- Ability to provide effective legal advice and counsel.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain relationships with state and federal agencies.
- Ability to function in and out of court in an environment where information is not reduced to writing, but is accessed electronically using multiple systems and databases
- Proven ability to work effectively and collegially with co-workers, court officials, and mission partners for the success of the child support program, and the county.
- An open and engaging style of personal interaction that nurtures and encourages positive attributes in others, and contributes to an environment where all are motivated towards a common goal

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PROGRAM DESCRIPTION:

One Stop Operator Services

The One Stop Operator Services shall include responsibility for coordinating the WIOA one stop service delivery, for providing the WIOA Dislocated Worker Program and for providing the WIOA Adult Program, with oversight and monitoring by the SE WDB. Services shall be provided for the one-stop primary location at Racine County and access point in Burlington.

The program shall be required to serve all persons requesting assistance as described in the SE Wisconsin Workforce Development Area WIOA Plan (SE WI WDA WIOA Plan 2016-2020), available at: <http://racinecounty.com/Home/ShowDocument?id=15567>.

WIOA defines the required activities authorized for One-Stop Operators. Proposers are encouraged to read the Act in order to understand the scope of authorized one-stop activities. In general, these activities are:

- “(i) to establish a one-stop delivery system described in section 121(e)
- (ii) to provide the career services described in Section 134(c)(2) to adults and dislocated workers respectively, through the one-stop delivery system in accordance with such paragraph
- (iii) to provide training services described in Section 134 (c) (3) to adults and dislocated workers respectively, described in such paragraph...”

Additionally, the contractor will coordinate with other partners within the One-Stop-Racine County who provide services, including the Business Solutions partner, whose activities described in the WIOA are: “...(iv) to establish and develop relationships and networks with large and small employers and their intermediaries; and (v) to develop, convene, or implement industry or sector partnerships...”

ROLE OF THE ONE STOP OPERATOR

The following overarching goals will guide the One Stop Operator:

- Improve services delivery by focusing on customer satisfaction and outcome measurements and community locations that can be an access point for services.
- Strengthen relationships with current and new partners who are similarly committed to the prosperity of individuals, the community and the economy.
- Solicit and listen to the needs of the diverse array of job seekers, workers, and employers to design services and programs and integrate and align resources, programs, and staff for maximum customer benefit.
- Emphasize and maximize technology to promote the capabilities and outcomes of the Racine County One-Stop System.

The following are specific roles and responsibilities of the One-Stop System Operator in working with all system partners:

1. Represents all of the partners in the system and will be responsible for promoting the vision of Racine County's customer-centric, fully integrated, collaborative and comprehensive One-Stop service delivery system.
2. Assist in the development, implementation and oversight of standards/procedures/protocol to ensure expectations and exceptional customer experience for job seekers, workers and businesses are met throughout the system, includes customer feedback and review system.
3. Establish shared customer service standards.
4. Ensure that the look and feel of the Racine County comprehensive primary center and satellite site is welcoming and accessible to all.
5. Be the first level point of contact for customer complaints.
6. Facilitate and support existing committees, taskforces, and WIOA partnerships to transform the Racine County One-Stop System to meet the local and WIOA vision.
7. Engage all WIOA required and non-required partners to contribute to and support the Racine County One-Stop System.

8. Coordinate and facilitate operational conversations among partners to ensure a customer centric and robust services delivery system. Be proactive in addressing partnership and system needs/issues.
9. Understand and operate within WIOA, local, state, federal laws, policies, regulations, and guidance.
10. Assess the system for compliance with the Memorandum of Understanding (MOU) and the Infrastructure Funding Agreement (IFA).
11. Recommend strategies to strengthen the skills/competency of the One-Stop System professionals.
12. Develop strategies (tracking, validating and reporting) to ensure that federal WIOA performance measures and SE WDB local measures are met and/or are exceeded.
13. Ensure that all applicable federal, state and local policies and procedures are effectively communicated and carried out at all Racine County One-Stop System sites.
14. Provide reports to SE WDB Executive Board and Racine County One-Stop System partners and other stakeholders as appropriate.
15. Develop processes/protocol with partners to ensure that all Racine County One-Stop System sites have predictable operational hours, have sufficient staff coverage, have sufficient and operational equipment, etc.
16. Be able to take on other duties as they become necessary due to the evolution of WIOA and the system/network.

WIOA DISLOCATED WORKER PROGRAM

The WIOA dislocated worker program offers employment and training services for eligible workers who are unemployed through no fault of their own or who have received an official layoff notice. WIOA expands the definition of dislocated worker to include the spouse of an active military member who lost employment as a result of a permanent change in duty location or is unemployed or underemployed and experiencing difficulty in obtaining or upgrading employment. It is important to read the Program Guidance at: <http://racinecounty.com/Home/ShowDocument?id=15569>, and other resources as previously noted in this RFP. The WIOA Dislocated Worker Program is a core program of the One Stop Center that provides career planning, job search support and training for eligible individuals. Eligible individuals are those that have lost their employment as a result of a layoff, separation from the military or a business closing. Program services include presenting orientations to groups of employees affected by business layoffs.

WIOA ADULT PROGRAM

Priority for adult services must be given to recipients of public assistance and other low-income individuals, with added priority for individuals who are basic skills deficient. Priority access to services by members of this group applies automatically. Veterans and eligible spouses continue to have priority of service for WIOA and other designated job training programs, funded in whole or part by the U.S. DOL. It is important to read the Program Guidance at: <http://racinecounty.com/Home/ShowDocument?id=15569>, and other resources as previously noted in the RFP.

The WIOA Dislocated Worker Program and the WIOA Adult Program will provide guidance for eligible participants to develop a mutually agreed upon Employability Plan using all assessment information.

Talent Development Managers advocate for the participant, assure participant accountability by monitoring compliance to the employment plan, and provide encouragement and support which ultimately helps participants to secure employment and become financially self-sufficient. Talent Development also provides internal case record reviews to ensure program integrity. Talent Development Managers will assist eligible participants to develop an Employability Plan, monitor plan activities per a signed agreement, and assign participants to components that meet their individual needs and fulfill the requirements of the programs. These activities may include remedial education, vocational skills, vocational exploration, job training, job search, and short-term customized training. When barriers to employment are identified, case management will assist participants in overcoming barriers to

participation, assign them to appropriate supportive services, and monitor the participants' progress during their participation. Where indicated, participants will be referred to a community services such as Alcohol and Other Drug Abuse (AODA) treatment, Division of Vocational Rehabilitation (DVR), abuse counseling or psychological services. Talent Development Managers will arrange other support services such as reimbursement for transportation, childcare and special needs. Talent Development Managers will be responsible for the authorization and verification of transportation.

Talent Development Managers will coordinate the flow of participant information to and from all components including direct data entry into the WIOA Management Information System (ASSET). Staff performing these functions may also be called upon to provide supportive assistance or training to other Job Center staff as the need arises. The WIOA Dislocated Worker Program and WIOA Adult Program are currently provided by Racine Area Manufacturers and Commerce.

CAREER SERVICES [Ref: WIOA 121 (b)]

Career services consist of three types:

- 1) Basic career services
 - 2) Individualized career services
 - 3) Follow-up services – for up to 12 months after first day of employment
- 1) Basic career services
 - a) Eligibility determinations for I-B programs
 - b) Job Center outreach, intake (including profiling) and orientation
 - c) Initial assessment of skill levels, (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs
 - d) Labor exchange services
 - e) Referrals to and coordination with other programs and services
 - f) Provision of workforce and labor market employment statistics information
 - g) Provision of information on ETP performance and related program costs
 - h) Provision of information about local area achievement in performance measures and OSO performance
 - i) Information and referrals to supportive services or assistance
 - j) Provision of information and assistance regarding filing claims for UI
 - k) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA
 - 2) Individualized career services
 - a) Comprehensive and specialized assessments of skill levels and service needs of adults and dislocated workers
 - b) Development of an individual employment plan
 - c) Group counseling
 - d) Individual counseling
 - e) Career planning
 - f) Short-term pre-vocational services
 - g) Internships and work experiences that are linked to careers
 - h) Workforce preparation activities
 - i) Financial literacy services
 - j) Out-of-area job search assistance and relocation assistance
 - k) English language acquisition and integrated education and training programs

EMPLOYMENT AND TRAINING ACTIVITIES

TRAINING SERVICES MAY INCLUDE: [Ref: WIOA 134(d)]

- a) occupational skills training, including training for nontraditional employment;
- b) on-the-job training;
- c) incumbent worker training;
- d) programs that combine workplace training with related instruction, which may include cooperative education programs;
- e) training programs operated by the private sector;

- f) skill upgrading and retraining;
- g) entrepreneurial training;
- h) transitional jobs;
- i) job readiness training provided in combination with services described in any of clauses (i) through (viii);
- j) adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in any of clauses (i) through (vii); and
- k) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

PROGRAM EVALUATION

Business Services

1. Staff is responsible for serving area employers and meeting identified team goals.
2. Staff will develop at least 75 internships for WIOA eligible youth.
3. 100% of the time positions are filled with qualified staff.
4. Vendor will provide WDC Manager with appropriate outcomes by February 1, 2018.

Apollo Award

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

An Evaluation Outcome Report containing program strengths, weaknesses, successes as well as other qualitative and quantitative data must be submitted to the WDC Manager and Racine County HSD Contract Monitor by 2/1/18.

Resource Room

1. 50 customers will be connected with GED completion services.
2. Customers receive quality services on a regular basis. Measured by positive responses on quarterly surveys.
3. All electronic and print resources are current and up-to-date.
4. Quarterly newsletter is developed and distributed.
5. Quarterly news articles are published and printed in local papers.

All Staff

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

An Evaluation Outcome Report must be submitted to the WDC Manager and Racine County HSD Coordinator of Contract Services by 2/1/18.

Resource Room Supervisor

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

An Evaluation Outcome Report containing functional area strengths, weaknesses, success, recommendations as well as other qualitative and quantitative data must be submitted to the WDC Manager and Racine County HSD Coordinator of Contract Services by 2/1/18

Receptionist

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

An Evaluation Outcome Report must be submitted to the WS Manager and Racine County HSD Contract Monitor by 2/1/18.

WIOA Youth Services

1. 150 unique customers served during the year (in active status for at least 1 month)
2. 25 GED/HSED are obtained
3. All reporting requirements are met.
4. All fiscal reporting requirements are met.
5. Active enrollment of participants is maintained and recorded in case notes.
6. Enrollment, transfer and termination notification reaches the ASSET data entry staff within five days, one hundred percent of the time. Participant files are accurate and complete at all times with all required components consistently organized.
7. Monthly reports are submitted by the 5th day of the following month.
8. A log of ineligible applicants and non-enrolled applicants is maintained including information on referrals to non-WIOA services and reasons for non-enrollment.
9. Program complies with all provisions of Workforce Innovation and Opportunity Act and the program specification.
10. All program and performance standards developed by the US Department of Labor, State of Wisconsin Department of Workforce Development, Southeastern Wisconsin Workforce Development Board and Racine County Workforce Development Board are met including, but not limited to: Note: (Provider is responsible for meeting existing and revised Federal and State performance outcomes.)

Performance Outcomes

WIOA Youth:

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

An Evaluation Outcome Report containing strengths, weaknesses, success as well as other qualitative and quantitative data must be submitted to the WS Manager, Workforce Services Supervisor and Racine County HSD Contract Services Coordinator by 2/1/18.

WIOA Employment Consultants

1. No less than 200 unique customers will be enrolled each year (enrolled in active status for at least 1 month).
2. 35% of the total dollars authorized for ITAs must lead to high wage/high demand occupations.
3. The Provider shall adhere to all reporting requirements.
4. The Provider shall maintain active enrollment of customers, defined by participation and progress as noted in case notes.
5. Fiscal reports and documentation of fiscal disbursement will be accomplished with 100% accuracy.
6. The Provider shall meet all program and performance standards developed by the US Department of Labor, State of Wisconsin Department of Workforce Development, Southeastern Wisconsin Workforce Development Board and Racine County Workforce Development Board.
7. The Provider shall meet all Federal WIOA performance outcomes. (Note: Provider is responsible for meeting existing and revised Federal and State performance outcomes.)

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

~~8. Monthly reports shall be submitted to the Team Leader/Strategic Coordinator by the 5th of each month. The reports may include, but are not limited to the following information:~~

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

~~9. 100% of the time, the positions funded through this contract will be filled with effective staff.~~

~~10. 20 customers earn their NCRCs.~~

~~11. 10 customers earn their GED/HSED.~~

~~An Evaluation Outcome Report must be submitted to the WS Manager, Workforce Services Supervisor and Racine County HSD Coordinator of Contract Services and Evaluation by 2/1/18.~~

Windows To Work Program

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

An Evaluation Outcome Report must be submitted to the WDC Manager and Racine County HSD Coordinator of Contract Services and Evaluation by 2/1/18.

Gateway to Careers-Bootcamps

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

An Evaluation Outcome Report must be submitted to the WDC Manager and the Racine County HSD Coordinator of Contract Services and Evaluation by 2/1/18.

One Stop Operator Services

1. The Department of Labor Performance Standards, Equitable Provision of Service Levels and federal administrative requirements shall be adhered to.
2. The State of WI is establishing the base for performance measures and the contractor is required to meet or exceed the SE WDB negotiated performance requirements.
3. The contractor must meet or exceed all pertinent performance standards as outlined by the State of Wisconsin.
4. WIOA services must be performed in compliance with WIOA funding source requirements.
5. The contractor will be required to track and document services activities through the State of Wisconsin the web-based program through the Automated System Support for Employment and Training (ASSET).
6. **WIOA Primary Indicators of Performance**
 - Employment 2nd Qtr. After exit
 - Employment 4th Qtr. After exit
 - Median Earnings

- **Credential Attainment Rate**
- **Measurable Skills Gain**

An Evaluation Outcome Report must be submitted to the WDC Manager and the Racine County HSD Coordinator of Contract Services and Evaluation by 2/1/18.

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: _____

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

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

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

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

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

Date

Name printed

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Date

Name printed

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

Approved by OMB
0348-0046

Reproduced by DWD/DWS/BDS

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

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

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____
	Print _____ Name: _____
	Title: _____
	Tele. No.: _____ Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES 0348-0046
CONTINUATION SHEET

(cont.)

Reporting Entity: _____ Page _____ of _____

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

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

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

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

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

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