



MILWAUKEE COUNTY

Department of Child Support Enforcement

REQUEST FOR PROPOSAL CHILDREN FIRST PROGRAM

ISSUE NOVEMBER 2009



JOHN P. HAYES CENTER • CHILD SUPPORT

Milwaukee County

JANET NELSON • Interim Director

BARBARA BERNER
Financial Division

AGNES MARCINOWSKI
Operations

BEVERLY FERRIN
Program Manager

DATE: November 9, 2009
TO: Interested Parties
FROM: Janet Nelson, Interim Director
Milwaukee County Child Support Enforcement

RE: Request for Proposals – Children First Program

The Milwaukee County Department of Child Support Enforcement is seeking proposals from qualified agencies to provide Children First case management services to Milwaukee County child support case participants under a Purchase of Service Agreement in 2010.

Services sought under this Request for Proposals (RFP) may include providing:

- Case management
- Job search assistance
- Work experience
- Training opportunities
- Documentation of activities

Program description and application materials will be available beginning **Monday, November 16, 2009** on the **Milwaukee County web page** at: County.Milwaukee.gov/DHHS_Bids or from the John P. Hayes Center, Child Support Enforcement, 901 North 9th Street, Room 101, Milwaukee, WI 53233.

Completed applications must be received no later than **1:30PM C.S.T., Monday, November 30, 2009, as detailed in the RFP.**

All proposers must complete and file a Notice of Intent to Respond by **Friday, November 20, 2009** via email janet.nelson@milwcnty.com or drop completed forms at John P. Hayes Center, Child Support Enforcement, 901 North 9th Street, Room 101, Milwaukee, WI 53233.

Thank you for your interest in the Department of Child Support Enforcement RFP process.

Sd/-

Janet Nelson, Interim Director
Milwaukee County Department of Child Support Enforcement

TABLE OF CONTENTS

SECTION		PAGE
	Notice of Intent to Respond	
1.	Background Information	1
2.	RFP Information	2
3.	Proposal Selection and Award Process	6
4.	Mandatory Requirements	10
5.	Program Requirements	17
6	Forms	20
7.	Appendices	30

-Sample 2009 Children First Program Plan

NOTICE OF INTENT TO RESPOND

Milwaukee County

REQUEST FOR PROPOSAL (RFP) CHILDREN FIRST PROGRAM

To participate in this RFP return this form and **written questions** (if any) to: Janet Nelson of the Milwaukee County Department of Child Support Enforcement via fax (414) 223-1834 or email at janet.nelson@milwcnty.com **on or before November 20, 2009**.

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Fax: _____

SECTION I – BACKGROUND INFORMATION

1. SCOPE OF PROPOSAL/INTRODUCTION

The Milwaukee County Department of Child Support Enforcement (CSE) is requesting proposals for the provision of work experience and job-training services for non-custodial parents pursuant to the Children First Program as described in Wis. Stats. §§ 49.36 and 767.55. This proposal will cover the period of January 1, 2010 through December 31, 2010.

Upon referral from CSE, the Family Court Commissioner's office or one of Milwaukee County's family court judges in IV-D cases, the Contractor shall provide services described herein for unemployed or underemployed participants who are not the primary custodians of their children in Milwaukee County child support cases. Services like work experience, job training, job search assistance, job placement, job orientation and retention activities consistent with the provisions of Wis. Stats. §§ 49.36 and 767.55, in order to promote the self-sufficiency and responsible parenting of the participants referred to the program. The goal of the program is to improve the ability of its participants to pay court ordered support. Participants successfully complete the program when they make timely payments in full for three consecutive months or they participate in specific dedicated programming for sixteen weeks.

Contractor shall begin work on January 1, 2010, and terminate December 31, 2010, unless the Contract is otherwise renewed or extended. CSE shall have the option of extending any contract for two additional one-year periods under the same terms and conditions, and upon mutual consent of CSE and the Contractor.

2. RFP INFORMATION

The Manager for this RFP is JeTaunne Richardson.

Address:

John P. Hayes Center
Milwaukee County Department of Child Support Enforcement
901 N. 9th Street, Rm. 101
Milwaukee, WI 53233
Tel 414. 278.5239
Fax 414.223.1834
Email JeTaunne.richardson@milwcnty.com

INQUIRIES, QUESTIONS AND RFP ADDENDA

Proposers are expected to raise any questions they have concerning the RFP and appendices during this process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer must immediately notify the RFP Manager of such error and request modification or clarification of the RFP.

Proposers must submit their Notice of Intent to Respond and questions via email at janet.nelson@milwcnty.com or deliver completed forms at John P. Hayes Center, Child Support Enforcement, 901 North 9th Street, Room 101, Milwaukee, WI 53233 on or before **November 20, 2009**. **All questions must cite the appropriate RFP section number.** In addition, all questions should be submitted to JeTaunne.richardson@milwcnty.com via email.

It is the intent of the County that these questions will be answered and posted on: http://county.milwaukee.org/DHHS_bids on or before **November 23, 2009**. All Proposers who send in a Notice of Intent to Respond form will receive an email with a copy of the questions and answers only if email address is provided.

In the event that a Proposer attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than Janet Nelson or JeTaunne Richardson on any matter related to the proposal, the Proposer may be disqualified.

If a Proposer discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the Proposer's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a Contract containing the RFP provision(s) in question, the Proposer must immediately notify Janet Nelson in writing requesting modification or clarification of the proposal request.

No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to

SECTION 2 – RFP INFORMATION

Website: http://county.milwaukee.org/DHHS_bids. **Proposers must check the website for posted addenda; they are encouraged to check daily.**

If, prior to the date fixed for the submission of bids/proposals, a Proposer fails to notify Purchaser of an error about which it knew or should have known, and if a Contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The provisions of the bid/proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

REASONABLE ACCOMMODATIONS

The County will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities upon request. If the Proposer needs accommodations, please contact the RFP Manager.

ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the table below titled “RFP Schedule.” In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing an addendum to this RFP **which will be posted to Website at: http://county.milwaukee.org/DHHS_bids.**

Proposals are due by **1:30 PM CST on November 30, 2009.**

RFP Schedule

RFP Milestones	Completion Dates
RFP issue date	November 16, 2009
Notice of Intent to Respond due	November 20, 2009
Written Q&A posted to website	November 23, 2009 (Estimated)
Written Proposals due	November 30, 2009; 1:30 PM CST

SUBMITTING THE PROPOSAL

Completed responses must be received no later than **1:30PM C.S.T., Monday, November 30, 2009** at John P. Hayes Center, Child Support Enforcement, 901 North 9th Street, Room 101, Milwaukee, WI 53233. *Late proposals will be rejected.*

Proposer must submit proposal on 8 ½ x 11 paper. Six (6) copies of the proposal must be submitted in a sealed mailing envelope or package with the responder’s name and address clearly written on the outside. Also include the name and phone number of the person who is authorized

SECTION 2 – RFP INFORMATION

to act on behalf of the Proposer. The envelope should be addressed to “**Children First Program, Attn: Janet Nelson**” and delivered to the address provided above.

In addition a copy of proposal may be sent to JeTaunne Richardson of the Milwaukee County Department of Child Support Enforcement at JeTaunne.richardson@milwcnty.com.

The County reserves the right to amend or withdraw this RFP at any time without notice or penalty. If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:
http://county.milwaukee.org/DHHS_bids.

If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. The County will send an email to Proposers who is registered by submitting the Intent to Respond Notice and provided a valid email address, informing the Proposer that a change has been made to the RFP. Proposers who download or pickup RFP after November 20, 2009 or who did not submit the Intent to Respond Notice will not receive this notification email. Therefore, the **County encourages all Proposers to access the RFP on the County website daily** to ensure that Proposer is kept up-to-date on any and all changes to the RFP.

RENEWAL/DATES OF PERFORMANCE

Contractor shall begin work on January 1, 2010 and terminate December 31, 2010, unless the Contract is otherwise renewed or extended.

DHHS shall have the option of extending any contract for two additional one-year periods under the same terms and conditions, and upon mutual consent of CSE and the Contractor.

Obligations of CSE shall cease immediately and without penalty or further payment being required, if in any fiscal year, CSE, state, or federal funding sources fail to appropriate or otherwise make available adequate funds for any contract resulting from this RFP.

MODIFICATION OF PROPOSAL

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time.

To accomplish this, a written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the closing date and time.

SECTION 2 – RFP INFORMATION

INCURRING COSTS

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions or negotiations of the Contract.

Award of a Children First contract may be conditioned upon the State granting access to Proposer and/or Proposer's staff to the Client Assistance for Re-Employment and Economic Support system (CARES). In addition, Milwaukee County will not be responsible for any technology up-grades or other costs incurred to obtain and maintain CARES access from the State

RFP DOCUMENT

Applications submitted by an agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted is placed in an agency master file that becomes part of the contract with the Milwaukee County Department of Child Support Enforcement (CSE). Successful application material becomes public information and is subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application is considered a "draft" and is not subject to the open records law except to the appellant to the award, subject to the proprietary information restriction as detailed elsewhere in this RFP.

MISCELLANEOUS

The Contractor shall agree that the Contract and RFP shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin and will be under Jurisdictions of Milwaukee Courts.

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1 PROPOSAL SCORING AND SELECTION PROCESS

All Proposals will first be reviewed by the RFP Manager to determine if 1) all “Mandatory Requirements” have been met; 2) the Proposals contain the required forms properly completed; and 3) submittal requirements are met. Failure to submit specified forms and follow submittal requirements may result in the Proposal being rejected. **Failure to meet “Mandatory Requirements” or any terms and conditions will result in the Proposal being rejected.** In the event that none of the Proposal meets one or more of the specified requirements, the County reserves the right to continue the evaluation of Proposals and to select the Proposals that most closely meet the requirements specified in this RFP.

Accepted Proposals will be reviewed by an Evaluation Committee (“Committee”) and scored against the stated criteria (Section 3.2). **A Proposer may not contact any member of the Committee except at the RFP Manager’s direction.** A Proposer’s unauthorized contact of a Committee member shall be grounds for immediate disqualification of the Proposer’s Proposal. The Committee may review references and use the results in scoring the Proposals. However, the County reserves the right to make a final selection based solely upon evaluation of the written Proposals should it find it to be in its best interest to do so.

The Contract awarded will be determined by evaluating Proposals against the criteria listed in Section 3.2, including price/cost, so that the Proposers offering the best service and price to the County will be selected to receive an award.

The Evaluation Committee will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a Proposer does or does not conform to the conditions and specifications of this RFP is the responsibility of the CSE Evaluation Committee.

The Committee has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. **The Proposer is responsible for any Proposal inaccuracies, including errors in the Proposer’s Cost Proposal and any best and final offer (if applicable).** The County reserves the right to reject Proposals that contain errors or, at its sole discretion, waive disqualifying errors or gain clarification from a Proposer, in the event that it is in the best interest of the County to do so.

The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

3.2 EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in two separate stages

SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS

In Stage 1, the Proposals submitted in response to this RFP will be evaluated on the following criteria:

1. Plan for contract execution - The plan for contract execution will be judged on the Proposer's overall design of the project in response to achieving the services as defined in this RFP. (50 Points)
2. Prior experience - The Proposer's experience will be judged on, but not limited to, the length, depth, and applicability of all prior work experience and job-training services in the public and private sectors. Any or all clients listed in the references submitted may be contacted. (25 Points)
3. Price - The price will be evaluated on the Proposer's fee per individual served, or activity provided (15 Points)
4. Community Resources - ability to link to additional community resources and present program information during special events. (10 Points)

(Maximum Score 100 Points)

The Evaluation Committee's scores will be tabulated, and the Proposals will be ranked based on the numerical scores received.

3.3 STAGE TWO EVALUATION, AWARDS AND FINAL OFFERS

In the second stage of the evaluation process, up to the top four scoring Proposers will be contacted with the expectation of Proposer discussions, which may include "one-on-one" negotiations, site visits to Proposers' premises and presentations by Proposers to Committee. The County may opt to clarify Proposals, and contact references for only the top finalists, should it be in the best interest of the County. Any award to a Proposer or Proposers is contingent upon their signing the County's Contract.

3.4 RIGHT TO REJECT PROPOSALS

The County reserves the right to reject any and all Proposals. This RFP does not commit the County to award a contract, or contracts.

3.5 NOTICE OF INTENT TO AWARD

All Proposers who respond to this RFP will be notified in writing of the County's intent to award a contract(s) as a result of this RFP. **A Notification of Intent to Award a contract does not constitute an actual award of a contract, nor does it confer any contractual rights or rights to enter into a contract with the County.**

SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS

After Notification of the Intent to Award is made, copies of all Proposals will be made available for public inspection. Any public inspection will be conducted under the supervision of County staff. Copies of proposals will be made available for public inspection for five working days from the date of issue of letter of “Notice of Intent to Award” between 8:30 a.m. to 4:30 p.m. at:

Milwaukee County Department of Child Support Enforcement
John P. Hayes Center
901 North 9th Street, Room 101
Milwaukee, WI 53233

Proposers should schedule reviews with JeTaunne Richardson, Child Support Program Manager at 414.278.5239.

3.6 PROTEST AND APPEALS PROCESS

Notices of Intent to Protest, and Protests, must be made in writing. The protest must be as specific as possible and should identify deviations from published criteria or Milwaukee County Code of General Ordinances, Milwaukee County Board Resolutions, rules or other procedures that are alleged to have been violated.

The written Notice of Intent to Protest the Intent to Award a Contract must be filed with:

Janet Nelson, Interim Director
Department of Child Support Enforcement
John P. Hayes Center
901 North 9th Street, Room 101
Milwaukee, WI 53233

and received in her office no later than five (5) working days after the “Notice of Intent to Award” is issued. No protest can be filed unless a “Notice of Intent to Protest” is filed per the above timeline. Late filing of such Notice of Intent to Protest will invalidate the protest.

The actual written Protest(s) should be filed with Janet Nelson, Interim Director, Department of Child Support Enforcement, John P Hayes Center, 901 North 9th Street, Room 101, Milwaukee, WI 53233 and received in her office no later than five (5) working days from the date of receipt of a valid Notice of Intent to Protest. Late filing of the Protest will invalidate the protest

The decision of the CSE Director will be binding. A proposer may challenge the decision of the Director, per the process in Section 110 of the Milwaukee County Code of General Ordinances (if applicable) CSE may proceed to contract with the Proposer(s) selected even if an appeal is still pending if it is in the best interest of Milwaukee County to do so.

SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS

3.7 TIME PERIOD FOR RETENTION OF UNSUCCESSFUL PROPOSAL AND SCORING

CSE will destroy all unsuccessful proposals after the period of appeal has passed and if no appeal is pending at that time. The detailed and summary proposal review scoring sheets will be retained per Milwaukee County retention policy.

4. MANDATORY REQUEST FOR PROPOSAL REQUIREMENTS

These Requirements are for submitting a proposal to the County. The County reserves the right to add terms and conditions to the Contract as necessary.

This section contains Mandatory Requirements that the successful Proposer(s) are required to provide or agree to at NO extra charge. Proposers who cannot, or will not, meet all of these requirements will be disqualified on the grounds of noncompliance.

ACCEPTANCE-REJECTION

Milwaukee County reserves the right to accept or reject any or all Proposals, to waive any technicality in any Proposal submitted, as deemed to be in the best interests of Milwaukee County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signing and submitting a bid/proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

DEVIATIONS AND EXCEPTIONS

Submission of a proposal by Proposer shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise in the attached “Acknowledgment and Statement of Exceptions”.

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Proposer's letterhead, signed, and attached to the request (see following sample). In the absence of such statement, the bid/Proposal shall be accepted as in strict

SECTION 4– MANDATORY REQUIREMENTS

compliance with all terms, conditions, and specifications and the bidders/Proposers shall be held liable.

Re: Milwaukee County

I am an officer and/or have the authority to bind our company to any and all contractual agreements with the contract holder.

I have reviewed our response to the bid/proposal specifications and certify that it is an accurate representation of our organization, capabilities, and proposed services, **and is in agreement with the RFP requirements except as stated or referenced below** (or on the attached page).

Company Name

Signature

Date

Title

DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to award of any contract, a potential Contractor shall certify in writing to the procuring Agency that no relationship exists between the potential Contractor and the procuring or contracting Agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to a County contract. The Department of Child Support

SECTION 4– MANDATORY REQUIREMENTS

Enforcement may waive this provision, in writing, if those activities of the potential Contractor will not be adverse to the interests of the County.

HOLD HARMLESS

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by the Agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by the Agreement.

PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a request, must be clearly stated in the bid/Proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Milwaukee County.

Any material submitted by the Proposer in response to this request that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wisconsin Statutes, or material which can be kept confidential under the Wisconsin public records law, must be identified on a "Designation of Confidential and Proprietary Information" notification itemized on Proposer's letterhead, signed, and attached to the Proposal. Bid/Proposal prices cannot be held confidential.

SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to Milwaukee County shall comply fully with all safety requirements as set forth by Milwaukee County, State of Wisconsin Administrative Code and all applicable OSHA Standards.

SECTION 4– MANDATORY REQUIREMENTS

Other Proposal Assumptions and Requirements

All Proposers are expected to meet the following requirements to be considered a viable candidate.

1. Assume a January 1, 2010 effective date.
2. Complete legal and regulatory compliance.
3. Ensure financial and organizational stability.
4. A multiple year fee and rate guarantee (no less than three years).
5. Provide draft copies of all contracts and agreements that will govern this arrangement.
6. Confirmation that the successful proposer shall hold harmless Milwaukee County with the assumption of liability, maintained by the Proposer for the negligence of the Proposer, its subcontractors and agents in performing their duties as related to the plan (form included in the Forms Section).
7. The successful proposer shall comply with insurance requirements as listed below and submit certification of same, with Milwaukee County Department of Child Support Enforcement named as the “Certificate Holder.”

INSURANCE

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers’ Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker’s Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner’s Liability (**which includes board, staff, and volunteers**), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency/Contractor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee’s vehicle in the same amount as required of the Contractor.

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

SECTION 4- MANDATORY REQUIREMENTS

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u> Bodily Injury & Property Damage Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
<u>Automobile Liability</u> Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements
<u>Professional Liability</u> To include Certified/Licensed Mental Health and AODA Clinics & Providers And Hospital, Licensed Physician or any Other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate As required by State Statute
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State Of Wisconsin (indicate if Claims Made or Occurrence)	\$1,000,000 Per Occurrence/Claim \$3,000,000 Annual Aggregate
Other Licensed Professionals	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate, or Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

SECTION 4– MANDATORY REQUIREMENTS

The Milwaukee County Department of Child Support Enforcement (CSE), as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County CSE must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB).
2. Professional Liability where additional insured are not allowed.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with Milwaukee County CSE named as the “Certificate Holder”) shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is the Contractor’s responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

If Contractor’s insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this agreement and for six (6) years following the completion of this agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the Contractor.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the Contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.

SECTION 4– MANDATORY REQUIREMENTS

Milwaukee, WI 53233

8. In compliance with Milwaukee County Ordinance 56.17 regarding non-discrimination, equal employment opportunity and affirmative action program provisions, please complete and submit the Year 2010 Equal Employment Opportunity Certificate for Milwaukee County Contracts” and the Year 2010 Equal Opportunity Policy forms that are included in Section 6, Forms. Please fill out and sign all other certificates and forms included in the Section 6 “Forms”.

5. PROGRAM REQUIREMENTS

A. Geographic Area

Upon referral from CSE, the Family Court Commissioner’s office or one of Milwaukee County’s family court judges in IV-D cases, the Proposer shall provide services described herein for unemployed or underemployed participants who are not the primary custodians of their children in Milwaukee County child support cases.

B. Location

Upon referral from CSE, the Family Court Commissioner’s office or one of Milwaukee County’s family court judges in IV-D cases, the Proposer shall provide services described herein immediately after the court hearing/referral preferably at the Milwaukee County Courthouse, or at another location within 48 hours of said referral.

C. Services to be Provided

Work experience, job training, job search assistance, job placement, job orientation and retention activities consistent with the provisions of Wis. Stats. §§ 49.36 and 767.55, in order to promote the self-sufficiency and responsible parenting of the participants referred to the program. The goal of the program is to improve the ability of its participants to pay court ordered support. Participants successfully complete the program when they make timely payments in full for three consecutive months or they participate in specific dedicated programming for sixteen weeks. Participation requirements include:

1. A participant may not be required to participate for more than 32 hours per week.
2. A participant may not be required to participate for more than 16 weeks during each 12-month period.
3. If the participant is employed, he/she may not be required to participate for more than 80% of the difference between 40 hours and the number of hours actually worked during the week.
4. A participant may be co-enrolled in other work programs if they meet the other program’s specific eligibility requirements. If a participant is required by a government agency to participate in another work or training program, the participant may not be required to participate in the Children First program in a week for more than 32 hours minus the number of hours he/she is required to participate in the other program.
5. If the participant misses hours (or days) of assigned activity during the 16 week period, the missed time may be added to the 16 week period until the

SECTION 5– PROGRAM REQUIREMENTS

total obligation is satisfied.

6. The 16 weeks of required participation in the program do not necessarily have to be consecutive; if participation is interrupted, the Proposer may allow re-entry into the program.

D. Volume

The estimated number of individuals who will be referred for Children First services annually is approximately 1,077. However, CSE cannot and does not guarantee that any specific number of referrals will be made each year.

E. Service Documentation

The Proposer agrees to keep CSE informed as to the status of all referrals, including whether an individual complies with requirements of the program at each step of the program. If necessary, the Proposer agrees to provide affidavits for court as to participants' cooperation and/or non-cooperation. The Proposer also agrees to produce narrative and statistical data at times prescribed by CSE.

F. Promotion

The Proposer shall promote the Children First Program to individuals and organizations. This promotion may extend to community-based events outside of regular business hours.

G. Confidentiality

The Proposer must agree to protect the confidentiality of any information obtained in the course of providing services under this agreement. Such information shall only be used to the extent necessary to assist in the valid administrative needs of the child support program, and shall not be disclosed without prior written approval of CSE or as required by law or regulation.

PROPOSAL CONTENT MUST ADDRESS:

- A. Detailed description of services Proposer proposes to provide, including its plan for the enrollment, registration, orientation and assessment of participants, for creating employability plans, and for case management services such as skills training, parenting improvement, fatherhood and/or peer support services, assigned activities.
- B. Previous experience in the provision of work experience and job training services and job search and job orientation activities.

SECTION 5– PROGRAM REQUIREMENTS

- C. Cost of services; note that such cost will not exceed the amount identified in Wis. Stats. § 49.36(7).
- D. Identification and qualifications of the categories of personnel intended for assignment to this project.
- E. Location (or locations) in Milwaukee County where Proposer will provide services.
- F. Proposer’s proposal for tracking and monitoring Children First cases in the Client Assistance for Re-Employment and Economic Support system (CARES).
- G. Proposer’s proposal for communicating referrals, reports and results among the Proposer, CSE and the courts.
- H. Proposer’s proposal for its fact-finding procedure for participants who are in non-compliance with the program.
- I. Proposer’s proposal for reimbursement of participants’ reasonable transportation costs pursuant to Wis. Stats. § 49.36 (6).
- J. REFERENCES - The Proposer shall provide a list of at least two (2) references in the public sector for which the Proposer has performed similar services. For each reference, submit the governmental unit’s name, address, contact person, phone number, dates of service, and detailed description of the project, including services provided.

FORMS

**YEAR 2010 INDEMNITY, DATA & INFORMATION
SYSTEMS COMPLIANCE, HIPAA**

Indemnity/Insurance

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

Provision for Data and Information Systems Compliance

Contractor shall utilize computer applications in compliance with County/State standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County/State applications. Contractor will be responsible for any technology up-grades or other costs incurred to obtain and maintain CARES access from the State. All Contractors shall have Internet access, an email address, and shall utilize Microsoft Office 2000 or newer, or shall use applications, which are exportable/convertible to Microsoft Excel or Word.

Health Insurance Portability and Accountability Act

The contractor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the contractor provides or purchases with funds provided under this contract.

Authorized signature: _____ Date: _____

Printed Name: _____

Proposer: _____

**YEAR 2010 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR
MILWAUKEE COUNTY CONTRACTS
TO BE COMPLETED AND SIGNED BY ALL APPLICANTS**

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify),(Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Amos Owens, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

If a current plan has been filed., indicate where filed _____ and the year covered _____.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

SECTION 6- FORMS

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this ____ day of _____, 20____ by: Firm Name_

By _____ Address _____
(Signature)

Title _____ City/State/Zip _____

SECTION 6- FORMS

YEAR 2010 EQUAL OPPORTUNITY POLICY

_____ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics.

_____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. _____. Ms./Mr. _____ may be reached during weekdays at _____.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer)

(Title)

(Date)

This Policy Statement shall be posted in a conspicuous location.

YEAR 2010 AGENCY DESCRIPTION AND ASSURANCES

Please check all the statements below that describe your business entity:

- | | | |
|--------------------------------------|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership/Joint Venture | <input type="checkbox"/> Service Corporation (SC) |
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Single Member LLC | <input type="checkbox"/> Individual Credentialed Provider |

The Proposer has on file and agrees to make the following documents available for review upon request by Milwaukee County CSE.

___ Articles of Incorporation (*applicable for Corporations only*)

___ Operating Agreement (*applicable for LLC only*)

___ Bylaws (*applicable for Corporations only*)

___ Personnel Policies

___ A client grievance procedure informing clients of their rights and identifying the process clients may use to enforce those rights. The procedure is in compliance with Wisconsin Statute §51.61 and Wisconsin Administrative Code HFS 94.

___ Accounting Policies and Procedure Manual in compliance with the General Accepted Accounting Principles (GAAP) .

___ A 'whistleblower' policy and procedure that enables individuals to come forward with credible information on illegal practices or violations of organizational policies. This policy must specify that the organization will not retaliate against individuals who make such reports.

___ A conflict of interest policy and procedure to ensure all conflicts of interest, or appearance thereof, within the organization and the Board of Directors (if applicable) are avoided or appropriately managed through disclosure, recusal, or other means. At a minimum, the policy should require full written disclosure of all potential conflicts of interest within the organization.

___ A code of ethics policy, which outlines the practices and behaviors expected from trustees, staff, and volunteers. The code of ethics policy shall be adopted by the board and shall be disseminated to all affected groups as part of orientation and updated annually.

Proposer agrees that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times all data and records relating to the contract for a period of up to four (4) years after completion of the contract.

Authorized Signature: _____ Date: _____

Printed Name: _____

Agency: _____

SECTION 6- FORMS

YEAR 2010 ORGANIZATION OWNERS/STOCKHOLDERS/OFFICERS

Please list each of the organization’s owners/stockholders/officers/LLC managers, and indicate the office title, the percentage of ownership interest, amount of prior year’s distributions or dividends, and the total amount of compensation from the agency during the prior year. **Please note that only those stockholders holding twenty percent or greater interest must be listed.**

Name	Stockholder/Owner/ Officer/LLC Manager Status	Office Title	% Owner- ship	Amount of Distributions/ Dividends (\$)	Total Compen- sation (\$)
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				

Authorized Signature: _____ Date: _____

Printed Name: _____

Agency: _____

SECTION 6- FORMS

**YEAR 2010 BOARD OF DIRECTORS OWNERSHIP, INDEPENDENCE, AND GOVERNANCE
(Applicable to Nonprofit Corporations Only)**

Please list the current board members and indicate the office title, term, whether the board member receives any compensation from the agency, and whether the board member can be considered independent. "Independent" board members include individuals (1) who are not compensated by the organization as an employee or independent contractor; (2) whose compensation is not determined by individuals who are compensated by the organization; (3) who do not receive, directly or indirectly, material financial benefits from the organization except as a member of the charitable class served by the organization; and (4) who are not related to (as a spouse, sibling, parent or child), or do not reside with, any individual described above.

If a resume is submitted, the resume should describe the board members' education and experience in financial literacy, as applicable.

Board Member Name	Office Title	Term/Yrs Remaining	Compensated? (Yes/No)	Independent? (Yes/No)	Resume Attached (Yes/No)

Are positions of President/Chief Executive Officer, Board Chair, and Treasurer held by separate individuals?

- Yes
- No

If organization is a **nonprofit** corporation with fewer than five board members, explain the rationale for the number of board members, and indicate what, if any, compensatory controls are in place to mitigate self-dealing and other potential abuses by the Board.

SECTION 6- FORMS

YEAR 2010 DISCLOSURE

Milwaukee County Employee

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2007, 2008, 2009 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2007 Wages	2008 Wages	2009 Wages

Related Party Relationships

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, owner, officer, or member of the immediate family of any board member, stockholder, owner or officer, holds interest in firms from which materials or services are purchased by the agency, its subsidiaries, or affiliates. "Immediate family" means an individual's spouse or an individual's relative by marriage, lineal descent, or adoption who receives, directly or indirectly, more than one-half of his/her support directly from the individual or from whom the individual receives, directly or indirectly, more than one-half of his/her support.

Name	Relationship	% or Estimated Income

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, officer, owner, employee or member of any of the aforementioned immediate family serve on the Board of Directors of subsidiaries and/or affiliates of the agency or any other firm from which materials or services are purchased by the agency.

Name	Relationship	% or Estimated Income

___ **No employment relationship with Milwaukee County employees and no related party relationship, as defined above, exists.**

___ The agency does not rent from or contract with any person who has ownership or employment interest in the agency; serves on the Board of Directors; or is a member of the immediate family of an owner, officer, employee, or board member. **If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.**

Authorized Signature: _____ Date: _____

Printed Name: _____

Agency: _____

YEAR 2010 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES

Interest in Contract

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

Interest of Other Public Officials

No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

Prohibited Practices

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, "No person may offer to give any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

Said chapter further states, "No person(s) with a person financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

Where Agency intends to meet its obligations under this or any part of this Request For Proposal through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this Request For Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____

Agency: _____

APPENDICES

Sample 2009 CHILDREN FIRST PROGRAM PLAN

Eligible Contractor

Milwaukee County Department of Child Support Enforcement
Courthouse Room 101
901 North Ninth Street
Milwaukee, Wisconsin 53233

Contact Person: Janet Nelson
Contact Phone: 414-278-5239
Contact Email: janet.nelson@milwcnty.com

Subcontractor for Children First Case Management Services:

Calendar year 2009 collaborative partner agencies are:

UMOS

2701 South Chase Avenue
Milwaukee, WI 53207

and

4030 North 29th Street
Milwaukee, WI 53216

Contact Person: Lupe Martinez
Contact Phone: (414) 389-6600
Contact Email: lupe.martinez@umos.org

New Concepts

George M. Sanders Fathers & Family Resource Center
1531 W Vliet

Milwaukee Wi. 53205

Contact Person: Nancy Hahn

New contracts will be negotiated in November and December for each Milwaukee region. Children First contracts will be signed approximately sixty (60) days after execution of DWD Wisconsin Works contracts.

Proposed Service Area

Milwaukee County will accept a request from another jurisdiction if the non-custodial parent has a court order in Milwaukee County.

Proposed Annual Funding Level

Requested Children First Funding for 2009 - \$430,800

Background and Philosophy of the Organization

The Children First program is created through Wisconsin Statute 49.36 as a work experience program for unemployed or underemployed non-custodial parents (NCPs) who are not meeting their full child support obligations. The Department of Workforce Development (DWD) contracts with Milwaukee County Department of Child Support (CSE) to provide the Children First program. DWD manages Data Sharing agreements for KIDS and CARES. Milwaukee County Child Support Enforcement will ensure there is a Data Sharing agreement in effect before sharing data with contract agencies. To ensure that services are easily accessible, CSE subcontracts on a calendar year basis with each of the county Wisconsin Works agencies to provide case management, parenting skills and work experience services to NCPs within their neighborhood community. Main program components are designed to promote NCP's abilities to support their children both financially and emotionally. Wisconsin Statutes 49.36 and 767.55 define NCP eligibility criteria.

CSE anticipates registering 835 NCP's into the Children First program during calendar year 2009. An NCP will be eligible for the program if they are ordered to participate in the program or if they stipulate into the program to avoid contempt proceedings. The stipulation must be approved and signed by the court formalizing the order. In addition, the NCP must meet all of the following criteria:

- Able to work full time.
- Works, on average, less than 32 hours per week and is not participating in an employment or training program.
- Actual weekly gross income averages less than 40 times the federal minimum wage or is earning less than their ability to earn, as determined by the court.
- Lives in a county that operates a Children First program under s. 49.36. NCP's who live in a county other than the one that issued the order to participate in a Children First

program under s. 49.36, may participate in the program in their county of residence if that county operates a program and agrees to enroll them.

- Milwaukee County will accept a request from another jurisdiction if NCP has a court order in Milwaukee County.
- Are eligible to participate in Children First program services only through a court order or stipulation when child support is ordered in any of the following situations: foster care, juvenile corrections, criminal non-support of children, maintenance or family support payments, annulments, divorce, visitation or custody actions, paternity judgments or contempt of court proceedings.

Proposed Children First Activities and Anticipated Outcomes

The child support agency is responsible for identifying individuals that meet program eligibility requirements and insuring that NCPs referred to the program have appropriate court orders including appropriate findings as outlined in Wisconsin Statute 767.55. Upon issuance of an order, the NCP is directed to a CSE representative for program registration (client registration). A “Children First Registration Form” will be completed, signed by the NCP and sent to the agency providing the Children First services.

Upon receipt of the Registration Form, the agency providing the Children First services must enroll the NCP by entering the participant demographic information and Children First enrollment information into CARES.

After Client registration is completed in CARES, the participant will be referred to the Work Programs system. Enrollment in the Work Program subsystem must be completed for the participant to be considered enrolled into Children First and able to proceed with:

- An orientation providing a description of the Children First Program and the activities that are offered.
- Completion of the participant “Rights and Responsibilities” form.
- A needs assessment regarding barriers to employment.
- An Employability Plan
- Additional resource referrals
- Eligibility determination for additional collaborative services

Participants may be involved in activities up to 32 hours per week. Services will include case management, assisting the NCP in finding and maintaining employment, skills training, and parenting improvement services to promote self-sufficiency and responsible parenting. A data entry using appropriate codes for each service or activity in a participant’s plan will be entered into CARES within 5 business days of the service or activity. Case comments recording case action or program-related information for individuals will be entered into CARES within 24 hours of the action or contact with an individual. The Wisconsin Works agency will make entries into CARES using work program activity codes as defined in BHCE/BWP Operations. Penalties for failure to enter required data into CARES within the mandatory timeframe will be negotiated into agency contracts for 2008.

In order to successfully complete the Children First Program the NCP must make timely payment in full of the court ordered support for three consecutive months or complete sixteen weeks participation in employment and training activities.

If an NCP fails to make an appointment at an agency, a letter is sent to schedule a second appointment date. Upon no response or no show for the second appointment, the NCP is sent a third and final letter. Agencies may contact the individual by telephone to encourage compliance.

Approximately two weeks before the compliance court date, an onsite CSE agency representative will advise the case manager that the compliance summary is due for court review. The compliance summary is prepared by the Wisconsin Works partner agency and submitted to CSE. CSE facilitates filing the summary with the court.

The compliance court date is determined on the date of the order. At the compliance court date, the CSE attorney presents the compliance summary, including pay history, to the commissioner.

The commissioner may find the NCP has met the terms of the order and program requirements and release the NCP from the program. However, if the NCP has not met program requirements, the court may re-refer the NCP to the agency or refer the NCP to the Judge for contempt finding.

Upon finding of successful completion or a finding of contempt, the agency will disenroll the NCP from Children First participation.

Fact Finding Process

If an NCP is found to be in non-compliance the agency will mail the NCP a Notice of Non-Compliance with a copy sent to CSE. The notice will include information on the right to an Administrative Review hearing. The Administrative Review will be conducted by the agency or CSE.

If the Administrative Review decision is negative, the NCP will be informed that he may request a departmental review (fair hearing) by sending a review request form to the Division of Hearings and Appeals, P.O. Box 7875, Madison, WI 53707-7875.

If the NCP does not respond or participate in the Fact-Finding process, or comply with program requirements, CSE will be notified of the non-compliance in the form of an Affidavit.

Authorized Contractor Signature:

Janet Nelson, Interim Director
Milwaukee County Department
Of Child Support Enforcement

Date