# MILWAUKEE COUNTY Interoffice Memo

DATE:

June 23, 2011

TO:

Lee Holloway, Chairman, Board of Supervisors

Willie Johnson, Jr., Chairperson, Judiciary, Safety and General Services Committee

FROM:

Lisa J. Marks, Director, Child Support Enforcement

RE:

AUTHORIZATION TO EXECUTE CHILD SUPPORT PROVIDER CONTRACTS WITH MILWAUKEE COUNTY W2 AGENCIES; MAXIMUS, UNITED MIGRANT OPPORTUNITIES SERVICES, INC. (UMOS), POLICY STUDIES INC. (PSI), YWCA OF GREATER MILWAUKEE, AND THE SOCIAL DEVELOPMENT COMMISSION

(SDC).

Request from the Director of the Department of Child Support, requesting authorization to execute the W2 Provider contract with each of the W-2 vendors located in Milwaukee County. Please copies see attached, which have been reviewed and approved as to form by Risk Management and Corporation Counsel.

#### DISCUSSION

Milwaukee County has five (5) W2 districts to assist participants in achieving self-sufficiency. The Social Development Commission is a new W2 vendor, providing intake screening and assessment in each of the five districts. The attached contracts will allow the Department of Child Support to become an active partner is assisting individuals in achieving self-sufficiency. A child support case manager (paralegal) will be placed in each of the regions to gather essential data, review the case, and when possible take immediate action.

The contracts were anticipated and included in the Department's 2011 budget. However, the estimated contract amount is reduced partially to accommodate the State's mandated change in customer flow. A fiscal note is attached for clarification.

#### RECOMMENDATION'

The Department recommends the County Board authorize the execution of these W2 provider contracts.

Respectfully submitted,

Lisa J. Marks, Director

Child Support Enforcement

CC:

Milwaukee County Executive Office

Patrick Farley, Director, Fiscal and Budget Administration, DAS

Antionette Thomas-Bailey, Department of Administration Linda Durham, Committee Clerk, Judiciary Committee

Rick Ceschin, Analyst, Judiciary Committee

Attachment LJM/ts

1	
2	From the Committee on Judiciary, Safety and General Services, reporting on:
3	
4	File No
5	(Journal,2011
6	
7	(ITEM) From Director, Child Support Enforcement, requesting authorization
8	to execute Child Support provider contracts with United Migrant Opportunity Services,
9	Inc. (UMOS), Maximus, Policy Studies Inc. (PSI), Social Development Commission
10	(SDC) and the YWCA of Greater Milwaukee, by recommending adoption of the
11	following:
12	* 0 * 7 **** 0 7 *
13	A RESOLUTION
14	
15	WHEREAS, Milwaukee County has five W2 regions to assist participants in
16	achieving self-sufficiency; and
17	WHEREAG (1 D' ) COVILIC For form and the second add that
18	WHEREAS, the Director of Child Support Enforcement has recommended that
19	the department enter into contracts with each of the W2 providers, allowing a child
20	support case manager to be located at each site to gather data, review cases and take
21	appropriate action when possible; and
22	WHEREAS, the term of the contracts shall be from January 1, 2011 through
23	
24	December 31, 2011; and
25	WHEREAS, the agencies with whom the department will contract include
26 27	Maximus, United Migrant Opportunities Services, Inc. (UMOS), Policy Studies Inc.
28	(PSI), Social Development Commission (SDC), and the YWCA of Greater Milwaukee;
29	and
30	and
31	WHEREAS, the Judiciary, Safety and General Services Committee, at its meeting
32	on recommended approval of the contracts; now, therefore,
33	1000mmonas approvar ox var volumos, ao 11, a
34	BE IT RESOLVED, that the Milwaukee County Board of Supervisors does
35	hereby authorize the Director, Child Support Enforcement, to enter into contracts with
36	Maximus, United Migrant Opportunity Services, Inc. (UMOS), Policy Studies Inc. (PSI),
37	Social Development Commission (SDC) and the YWCA of Greater Milwaukee to
38	provide child support case management services.

# MILWAUKEE COUNTY FISCAL NOTE FORM

DA	TE: <u>June 24, 2011</u>	Origi	nal Fiscal Note 🛛	
		Subs	titute Fiscal Note	
the incl	BJECT: From the Director, Child Support E Child Support provider contracts with each o lude Maximus, United Migrant Opportunity Se SI), YWCA of Greater Milwaukee, and the Soc	f the area W2 ervices, Inc. (U	service providers. Providers  JMOS). Policy Studies Income	2
FIS	SCAL EFFECT:			
	No Direct County Fiscal Impact		Increase Capital Expenditu	ıres
	Existing Staff Time Required	<u></u>		
	Increase Operating Expenditures (If checked, check one of two boxes below)		Decrease Capital Expendit Increase Capital Revenues	
	Absorbed Within Agency's Budget		Decrease Capital Revenue	s
	Not Absorbed Within Agency's Budg	et		
	Decrease Operating Expenditures		Use of contingent funds	
	Increase Operating Revenues			
X	Decrease Operating Revenues			
Indic	cate below the dollar change from budget feased/decreased expenditures or revenues in	or any submi on the current y	ssion that is projected to re ear.	sult ir

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	
	Revenue	(\$25,000)	
	Net Cost	\$25,000	1
Capital Improvement	Expenditure		
udget	Revenue		
	Net Cost		

### DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Execution of the 2011 contracts between Milwaukee County Child Support Enforcement and area W2 Agencies was anticipated and included in the 2011 proposed budget. However, the State modified the W2 process, by adding a new vendor who is also located at each of the sites to perform central intake and assessment activities. The new vendor is the Social Development Commission.

Even though the department's contract revenue decreases, federally reimbursable expenditures increase. Therefore, the decrease in contract revenue is partially offset by an increase of \$16,500 in federal reimbursement revenue. The net revenue loss is \$8,500. The loss will not increase tax levy and can be absorbed by the department through other cost saving measures.

Department/Prepared By

<u>Lisa J. Marks</u>

X

Authorized Signature

Yes No

Did DAS-Fiscal Staff Review?

<sup>&</sup>lt;sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Enforcement, (County) and United Migrant Opportunities Services, (UMOS) a (W-2 Agency) is entered into on \_\_\_\_\_\_\_.

#### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$7,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

- a. Computer hardware;
- b. All office supplies.

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

# 4. KIDS DATA: PROTECTION AGAINST UNUATHORIZED ACCESS OR DISCLOSURE

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

# 5. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

# 6. CONTRACT RENEGOTIATION

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

### 7. INDEPENDENT W-2 AGENCY

Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

# 8. ASSIGNMENT LIMITATIONS

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

# 9. RESOLUTION OF DISPUTES

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

### 11. INDEMNITY

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting form any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

#### 12. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to W-2 Agency shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. It is agreed by W-2 Agency, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et.seq.

### 13. CONTRACT CONTENT

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:	W-2 AGENCY:
Lisa Marks, Director Child Support Enforcement	United Migrant Opportunities Services
DATE:	DATE:
COUNTY APPROVALS:	
Risk Management	
DATE: $\frac{5/31/11}{3}$	
Comporation Counsel	
DATE: 6/8/11	

This contract between Milwaukee County, a Wisconsin municipal body corporate represente	ed by
the Milwaukee County Department of Child Support Enforcement, (County) and Social	
Development Commission, (SDC) a (W-2 Agency) is entered into on	•

#### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

#### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$37,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

- a. Computer hardware;
- b. All office supplies.

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

# 4. KIDS DATA: PROTECTION AGAINST UNUATHORIZED ACCESS OR DISCLOSURE

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

### 5. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

### 6. CONTRACT RENEGOTIATION

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

### 7. INDEPENDENT W-2 AGENCY

Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

### 8. ASSIGNMENT LIMITATIONS

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

### 9. RESOLUTION OF DISPUTES

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

### 11. INDEMNITY

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting form any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

### 12. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to W-2 Agency shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. It is agreed by W-2 Agency, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et.seq.

### 13. CONTRACT CONTENT

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:  Lisa Marks, Director Child Support Enforcement  DATE:	W-2 AGENCY:		
•	Social Development Commission		
DATE:	DATE:		
COUNTY APPROVALS:			

DATE: 5/31/11

Corporation Counsel

DATE: "/6/11

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Enforcement, (County) and Policy Studies Incorporated, (PSI) a (W-2 Agency) is entered into on \_\_\_\_\_\_.

#### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

## 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$7,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space:
- b. Desk:
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

- a. Computer hardware;
- b. All office supplies.

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

# 4. KIDS DATA: PROTECTION AGAINST UNUATHORIZED ACCESS OR DISCLOSURE

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

# 5. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

#### 6. CONTRACT RENEGOTIATION

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

### 7. INDEPENDENT W-2 AGENCY

Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

# 8. ASSIGNMENT LIMITATIONS

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

#### 9. RESOLUTION OF DISPUTES

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

#### 11. INDEMNITY

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting form any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

#### 12. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to W-2 Agency shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. It is agreed by W-2 Agency, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et.seq.

#### 13. CONTRACT CONTENT

COUNTY:

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

W-2 AGENCY:

Policy Studies Incorporated

DATE:\_\_\_\_

Lisa Marks, Director	
Child Support Enforcement	
Cinia Support Emoreement	
DATE:	
COUNTY APPROVALS:	
Y	
10.01	
KANETEL	
Risk Management	
DATE: 5/3//1	
DATE: 5/3//1/	
Am any any	
San Manage	
Corporation Counsel	
DATE: 6/8/11	
DATE: 0/8//1	

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by
the Milwaukee County Department of Child Support Enforcement, (County) and MAXIMUS
(W-2 Agency) is entered into on

#### 1. SCOPE OF SERVICES

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Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$15,000.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

- a. Computer hardware;
- b. All office supplies.

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

# 4. KIDS DATA: PROTECTION AGAINST UNUATHORIZED ACCESS OR DISCLOSURE

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### 5. CONTRACT TERMINATION

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### 6. CONTRACT RENEGOTIATION

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### 7. INDEPENDENT W-2 AGENCY

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#### 8. ASSIGNMENT LIMITATIONS

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

## 9. RESOLUTION OF DISPUTES

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

#### 11. INDEMNITY

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting form any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

### 12. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to W-2 Agency shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. It is agreed by W-2 Agency, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et.seq.

# 13. CONTRACT CONTENT

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It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:	W-2 AGENCY:	
Lisa Marks, Director Child Support Enforcement	MAXIMUS	
DATE:	DATE:	

**COUNTY APPROVALS:** 

Risk Management

DATE: 5/31/11

Corporation Counsel

DATE: 4/2/11

This contract between Milwaukee County, a Wisconsin municipal body corporate re	epresented by
the Milwaukee County Department of Child Support Enforcement, (County) and Y	WCA of
Greater Milwaukee, (YW) a (W-2 Agency) is entered into on	•

#### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$7,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

- a. Computer hardware;
- b. All office supplies.

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

# 4. KIDS DATA: PROTECTION AGAINST UNUATHORIZED ACCESS OR DISCLOSURE

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

### 5. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

# 6. CONTRACT RENEGOTIATION

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

### 7. INDEPENDENT W-2 AGENCY

Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

#### 8. ASSIGNMENT LIMITATIONS

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

### 9. RESOLUTION OF DISPUTES

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

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# 13. CONTRACT CONTENT

COUNTY:

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

W-2 AGENCY:

YWCA of Greater Milwaukee
DATE:
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