

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
PATHWAYS TO RESPONSIBLE FATHERHOOD PROJECT SERVICES CONTRACT 2014-2015
For the period September 30, 2014 to September 29, 2015

I. PREAMBLE

WHEREAS, this Contract constitutes a binding agreement between the Milwaukee County Department of Child Support Services (CSS), (hereinafter "County"), a Wisconsin Municipal Body Corporation, represented by Jim Sullivan, Director, and the following organizations listed below (hereinafter "Contractor" or "Contractors") to provide services and achieve objectives contingent on the annual renewal of Financial Assistance Award No. 90FK0049-01-00, a discretionary grant by the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services.

Contractors' Authorized Representatives:

- A) Paula Penebaker, President and CEO
YWCA of Greater Milwaukee, 1915 North Dr. Martin Luther King Drive, Milwaukee, WI 53212
- B) Tina Koehn, Vice President of Administration
United Migrant Opportunity Services (UMOS), 2701 South Chase Avenue, Milwaukee, WI 53207
- C) Andi Elliot, Interim Executive Director
Community Advocates, Inc. (CA), 728 North James Lovell Street, Milwaukee, WI 53233
- D) Terri Strodhoff, Director
The Alma Center, 2821 North 4th Street, Milwaukee, WI 53212
- E) Albert Holmes, Director
My Father's House, Inc. (MFH), 4900 West Fond du Lac Avenue, Milwaukee, WI 53216
- F) Angela Turner, President and CEO
AMTC and Associates, 4759 North Cumberland Boulevard, Whitefish Bay, WI 53211
- G) Angela Turner, President and CEO
Center for Self-Sufficiency (CFSS), 4465 North Oakland Avenue, Suite 200, Milwaukee, WI 53211
- H) Angela Robbins, Executive Director
Compel Milwaukee, 7161 North Port Washington Road, Suite 1A, Milwaukee, WI 53217
- I) Carol Keintz, Executive Director
Next Door Foundation (NDF), 2545 North 29th Street, Milwaukee, WI 53210
- J) Earl Buford, Executive Director
Wisconsin Regional Training Partnership, 3841 West Wisconsin Avenue, Milwaukee, WI 53208
- K) McAuthur Weddle, Executive Director
Northcott Neighborhood House, 2460 North 6th Street, Milwaukee, WI 53212
- L) Hollis Patzer, Executive Director Wisconsin Community Services, Inc. (WCS)
3732 West Wisconsin Avenue, Suite 200, Milwaukee, WI 53208
- M) Domingo Cruz, Board President
Centro Legal, 614 West National Avenue, Floor 2, Milwaukee, WI 53204

This Contract is for the period of September 30, 2014 to September 29, 2015, a 12-month project with one 12-month budget period (hereinafter "grant year") subject to further extension beyond this period, and contingent on the renewal of the award to the County.

II. INTRODUCTION

The Milwaukee County Department of Child Support Services (CSS) received a grant from the federal office of the Administration of Children and Families (ACF) to fund the Milwaukee Pathways to Responsible Fatherhood (MPRF) project for three calendar years, 2011-2014, and grant funding has been extended for the period of one year, between September 30, 2014 and September 29, 2015. The goal of the project is to develop and implement a comprehensive approach to promoting responsible fatherhood to foster economic stability, responsible parenting, and healthy marriage.

CSS is taking the lead on behalf of an established network of experienced organizations to promote responsible fatherhood in the City and County of Milwaukee. This multifaceted strategy includes services designed to increase employment and economic stability, foster responsible parenting, and improve marriage and relationship skills. This Contract contains the level of involvement, responsibilities, resource commitment, and agreement amongst CSS and each individual organization as Contractors separate from each other and CSS, yet working in harmony to provide services and achieve the objectives intended by this project. All sections of this Contract apply to each individual Contractor unless specified within individual subsections.

III. SCOPE OF SERVICES

The County agrees to purchase, and each of the Contractors agree to perform all of the functions and services and achieve objectives as set forth in subsections A-M of this section. County and Contractors agree the services to be delivered, the quantity of services and the timeliness of performance are the essence of this Contract.

A. YWCA of Greater Milwaukee (hereinafter YWCA): The following subsection applies to YWCA.

1. YWCA shall serve as an intake partner in Northeast Milwaukee for 250 fathers who meet the eligibility criteria for low-income.
2. Conduct assessments for each father, screening for all identified domain areas including Parenting, Healthy Marriage, Employment and Child Support.
3. Development of a Case Management plan for each participant. Provide wraparound support services and referrals (including Healthy Marriage Education provided by the YWCA via the Center for Self Sufficiency (CFSS) Healthy Marriage grant) for each participant.
4. Provide as indicated by the initial assessment, employment services needed including career readiness services, prevocational services and General Educational Development (GED) for 250 individuals.

5. Of the 250 individuals who receive employment services, assist in placing 85 participants with jobs.
6. Conduct retention checks at 30, 60 and 90 days. A minimum of 50% (43 participants) will be retained at the 90 day point. Those who indicate they are not working at the 30, 60, 90 retention check will receive additional services.

B. United Migrant Opportunity Services (UMOS): The following subsection applies to UMOS.

1. Serve as an Intake Partner in Milwaukee's near South side for 150 low-income fathers who are receiving or meet the eligibility criteria for Transform Milwaukee or W-2 Temporary Assistance to Needy Families (TANF), 75 of which will be co-enrolled into the CFSS Healthy Marriage Program and receiving Within My Reach or Within Our Reach curriculum.
3. Conduct assessments for each enrolled father, screening for all identified domain areas, including: Parenting, Healthy Marriage and Employment.
4. Development of a Case Management plan for each participant and provide wraparound support services and referrals (including Responsible Parenting Curricula Referral and Healthy Marriage Education provided by UMOS via the Healthy Marriage grant) for each participant.
5. As indicated by the Case Plan and per eligibility criteria 150 participants will be assessed and co-enrolled into employment services and training programs including: Transform Milwaukee, Children First, FSET, WIA, W2 (TANF) or the UMOS Employer Services Unit and Education Services Unit.
6. Of the 150 participants who receive employment services, UMOS will assist in placing 39 participants into jobs at least 20 hours per week.
7. Conduct retention checks at 30, 60 and 90 days. A minimum of 50% (19 participants) will be retained at the 90 day point. Those who indicate they are not working at the 30, 60, and 90 retention check will receive additional services.
8. UMOS will also provide Responsible Fatherhood Education to 75 fathers utilizing Fatherhood Development curricula who are co-enrolled into the Healthy Marriage program.

C. Community Advocates, Inc. (hereinafter CA): The following subsection applies to CA.

1. CA will provide Responsible Parenting curriculum to 150 low-income fathers enrolled in its Nevermore Batterer's treatment program. (Fifty (50) of which will receive the Fatherhood Development Curricula).
2. CA will ensure each participant receives an assessment (screening for all domain areas, including: Parenting, Healthy Marriage and Employment) and provide wraparound case management including supportive services and appropriate referrals.
3. CA will draw on internal agency support services on condition of availability and assessed need, including 10 units of permanent supportive housing, protective payee services, rental assistance, energy assistance program, telephone and utilities services assistance programs, behavioral health services, and pre-trial services).

4. CA shall serve as the Fatherhood Project Community Resource Coordinator, and shall:

- a. Be thoroughly familiar with the specific resources available from each Contractor and have a general knowledge of other community resources relevant to project participants.
- b. Provide training to staff of CSS and Contractors re: community resources available to the project and participants.
- c. Respond to Contractor staff inquiries about available resources.
- d. Inform, through monthly meetings with project partners and other methods as appropriate, information about availability of new resources and any changes relating to existing resources.
- e. Coordinate resource fairs for staff and participants.
- f. Provide staffing for partner CFSS' Community Resource Room, open to Pathways participants.
- g. Maintain an online partner resource bank and distribute information to partners.
- h. Recruit and maintain program resources for Contractors and participants.

D. The Alma Center: The following subsection applies to The Alma Center.

1. Review current Domestic Violence Protocol and make updates including adding trauma informed care screening and care related protocol and components.
2. Facilitate initial two-hour training for select Pathways Contractors, focusing on how to screen for Adverse Childhood Experiences and adult trauma symptoms and how to use the information to make proper referrals. The training will also focus on the administration of trauma screening tools that can be used with men and women who are either victims of domestic violence or perpetrators. These screening tools include: the Adverse Childhood Experiences Survey or the Inventory of Altered Self Capacities (Briere 2002). Following the initial training, quarterly trainings will be held.
3. Provide abbreviated orientations for Contractor sites that will not be making assessments to ensure they are informed on understanding trauma and making referrals.
4. The Alma Center, based on need, may facilitate ongoing trainings and group sessions for staff and participants in the areas of Trauma Identification/Awareness, Trauma Resolution, Emotional Wellness and Domestic Violence.
5. Serve as a referral source for men returning to the community or in the community who require perpetrator services through existing funding. Any referrals to those programs will take place at no cost to the County or Contractors.
6. For those men returning to the community or in the community who require perpetrator services, the Alma Center, Sojourner Family Peace Center and Community Advocates provide those services through existing funding. Any referrals to those programs will take place at no cost to the County or Contractors.

E. My Father's House, Inc. (hereinafter MFH): the following subsection applies to MFH.

1. Serve as an Intake Site in Northwest Milwaukee for 350 low-income fathers in Milwaukee.
3. Serve as an Intake Site for 200 participants referred by the Wisconsin Department of Children and Families (DCF) or the Bureau of Milwaukee Child Welfare (BMCW).
4. Conduct an assessment for each father, screening for all identified domain areas, including: Responsible Parenting, Healthy Marriage and Economic Stability.
5. Development of a case management plan for each participant. Provide wraparound support services, referrals and follow-up.
6. Provide 0.5 full time employee (FTE) to provide mobile intake in the community, assessment and case management to Contractors not contracted to do so.
7. Deliver responsible parenting curricula to 200 individuals as follows:
 - a. "24/7" to 20 participants,
 - b. "Fatherhood Development" to 100 participants, and
 - c. "InsideOut Dads" to 80 participants.
8. MFH staff will become trained mediators and become a referral source for participants in need of family court mediation accordingly.

F. AMTC and Associates (hereinafter AMTC): the following subsection applies to AMTC.

1. Provide Performance Measurement and Fidelity System Specification. AMTC and Associates will specify the 2014-2015 performance measurement and program fidelity system and oversee implementation; including reviewing survey implementation results, providing analysis of staff focus group feedback and overseeing tasks outlined on CSS program performance measurement tracker are completed.
2. Maintain and Develop System and Tools to Monitor Program Activities and Staff Modify existing and develop new performance measurement tools as needed, (e.g. policies and procedures, educator observation schedule/procedures and training, forms and methods for addressing results with educators, fiscal processing and reporting forms, customer satisfaction survey, and educator and case manager surveys). In addition assist CSS in monitoring program activities and educators/ case managers, increase effectiveness in job and career advancement and fatherhood curriculum activities, improve recruitment, selection, training and retention of quality staff and address non-compliance issues of partners. These tools will measure effectiveness and fidelity.
3. Performance Measurement and Curriculum Training AMTC and Associates will work with CSS to plan annual curriculum, performance measurement, including Online Participant Tracking (OPTS) training, create all materials and tools for training and provide follow-up one-on-one assistance and support.
4. The four-year training will include annual and ongoing OPTS training and materials. Training will also include documents such as policies and procedures, required forms, staff monitoring forms, curriculum and case management fidelity tracking forms, and program participant, educator, case manager and community partner surveys or focus group guides.
5. Curriculum Fidelity and Program Sustainability. Maintain communication with Authors/Liaisons' to Publishers of evidence based curricula approved for use in the

project, including Dr. Jeffery Johnson, Author *Fatherhood Development Curriculum*; Ave Mulhern, Liaison to National Fatherhood Institute , *24/7 Dad*, *InsideOut Dad* and *Dr. Dad Curricula* ; and Rebecca Turnbow, Liaison for *p.a.p.a.* curriculum.

- a. Angela Turner and sub-contracted national expert fatherhood consultants, Maurice Moore, Joe Jones (Center for Urban Families), Uriel Johnson and PhD researchers, Dr. David Pate and Dr. Jeffery Johnson will work with CSS to identify curriculum delivery and sustainability needs and coordinate refresher trainings and one-to-one follow-up services as needed.
7. OPTS Data Base. AMTC and Associates will provide CSS and partners access to online data collection and monitoring system, Online Participant Tracking System (OPTS), to collect, analyze and report on participant-level demographic data and performance measures identified by the federal Office of Family Assistance (OFA). CFSS and sub-contracted partner Two Island Solutions will develop and maintain the system in response to the project and implement enhancements / fix bugs as requested by CSS. The OPTS system allows CSS to:
- a. measure, analyze, monitor and report on all outputs, objectives and outcomes identified in the Logic Model in the grant application;
 - b. serve as the mechanism by which all case management activities are monitored and modified;
 - c. document program activities starting at intake, progressing through education, training, case management, employment, retention & support services; and
 - d. monitor fidelity to the project and curricula, inform the CSS project director regarding performance, and provide adherence information and advice to partners delivering services.
8. Provision of Ongoing Technical Assistance. Angela Turner , Maurice Moore, Joe Jones (Center for Urban Families) , Uriel Johnson and PhD Researchers Dr. David Pate and Dr. Jeffery Johnson will provide ongoing group/ individual performance monitoring and technical assistance through conducting site visits and observations. Additionally, they will attend OFA required conferences and other recommended sessions related to fatherhood to learn about national best practices as recommended by OFA and CSS.
9. Data Quality Assurance.
- a. AMTC and Associates will perform weekly data audits, produce educator, manager/funder output and outcome reports. CFSS will communicate regularly with CSS and project partners to respond, address and report on bugs or system enhancements.
 - b. Qualitative Performance Measurement Systems
 - c. Angela Turner and sub-contracted Researchers, Uriel Johnson, Dr. Jeffery Johnson and Dr. David Pate Jr. will provide Qualitative Performance Measurement Systems, including conducting focus groups and one-on-one

interviews to measure program participants' successes in achieving economic stability and overall participant satisfaction.

10. Logic Model Outcome Measurement and Implementation of ACF Measures. Provide Logic Model Outcome Measurement, and ensure implementation of ACF Measures, revising and processing pre/post attitudinal surveys. Angela Turner and Associates will and Dr. Pate will complete performance measurement analysis by December 2014, summarizing important results & recommendations.

G. Center for Self-Sufficiency: the following subsection applies to the Center for Self-Sufficiency, (hereinafter CFSS)

1. CFSS will provide and/or facilitate through its network of experienced educator partners the provision of the *Within My Reach* (community) or *Walking the Line* (correctional settings) curriculum for 300 participants in Wisconsin Department of Corrections (DOC) facilities and Pathways partner sites.
2. CFSS will provide coordination of Milwaukee Reentry Network efforts with DOC, the Wisconsin Department of Workforce Development (DWD) and partners to ensure eligible offenders are provided appropriate mix of project services and that services are not duplicated against other programs, such as the Wisconsin Department of Labor (DOL) Enhanced Transitional Jobs and the CFSS Healthy Marriage Project, including planning of an annual resource fair and smaller tours to ensure project partners provide appropriate support services and community resources.
3. Utilizing contracted Business Services Representative (BSR) CFSS will place 26 participants in jobs in this fourth grant year, at least half (13) will retain employment for 90 days.
4. The BSR will set up a mobile site at the Milwaukee County Courthouse, providing easy to access employment services for fathers referred by Child Support Services as well as the Milwaukee Community Services Corps. CFSS will ensure that each participant gets an assessment and wraparound case management through a mobile intake provider.

H. Compel Milwaukee, the following subsection applies to Compel Milwaukee (hereinafter CM).

1. Deliver curricula to 590 low-income individuals per grant year as follows:
 - a. *Inside Out Dads* to 180 men referred by DOC;
 - b. *P.A.P.A.* to 180 men referred by DOC and 40 expectant fathers; and
 - c. *Dr. Dad* to 150 men referred by DOC and 40 expectant fathers.
2. Conduct workshops for 240 low income men per grant year as follows:
 - a. *Boot Camp for New Dads* for 120 men referred by DOC; and
 - b. *Roads to Employment Success* to 120 men referred by DOC.

3. Pilot a re-entry support program to be completed by 20 men in DOC facilities which includes:
 - a. guided individual re-entry goal-setting and task completion sessions;
 - b. personal monitoring in goal completion; and
 - c. providing the curriculum, *Understanding Dad*, to their children's custodial mothers., to assist family reunification.
- I. Next Door Foundation (hereinafter NDF), the following subsection applies to NDF.
1. Provide Assessment (screening for all domains, including: Parenting, Healthy Relationships, Employment and Child Support Services).
 2. Ensure the provision of wraparound case management services to 140 fathers recruited from the Headstart program, including development of a coordinated case management plan and follow up.
 3. Deliver Fatherhood Development curricula to 140 low-income individuals. Primarily from its Early Head Start and Head Start programs.
 4. Facilitate lunch and learn sessions with 75 participants (open to all pathways participants)
 5. Facilitate weekly Man to Man support sessions for 50 participants.
- J. Wisconsin Regional Training Partnership (hereinafter WRTP), the following subsection applies to WRTP.
1. Will provide pre-apprenticeship education and training and placement of 50 individuals in manufacturing and trade jobs with a pay range of \$8-\$15 per hour. 50% of replacements will be retained for 90 days. WRTP to track retention accordingly and document credentials attained for each participant. Additionally WRTP will ensure participants receive a comprehensive assessment and wraparound case management services by teaming up with CSS and other mobile intake and case management providers.
- K. Northcott Neighborhood House (hereinafter NNH), the following subsection applies to NNH.
1. Will provide sector based training in the area of construction and home rehabilitation for 25 participants and will assist in placing all 25 participants into full-time employment, preferably in the construction industry, half (13) of who will be retained in their jobs for at least 90 days. Northcott to track retention accordingly and document credentials attained for each participant. Additionally, Northcott will ensure participants receive a comprehensive assessment and wraparound case management services by teaming up with a mobile intake site.
- L. Wisconsin Community Services (hereinafter WCS), the following subsection applies to WCS.
1. Sole source provider of driver's license recovery services in Milwaukee, will assess the license status of 150 project participants and enroll 25 of these individuals into full driver's license recovery services at the WCS Center for Driver's License Recovery and Employability (CDLRE).

M. Centro Legal (hereinafter CL), the following subsection applies to Centro Legal.

1. Will devote a .5 full time employee (FTE) to provide Family Law Workshops for staff and participants in group settings.

Each Contractor shall comply with all Federal, State and local laws and regulations and each shall maintain in good standing all licenses, permits and certifications relating to services referred to herein.

The County retains the right to rescind all rights to equipment purchased through this Contract if the Contract or federal funding is terminated prior to September 30, 2015 or, if the equipment is not utilized for the exclusive purpose of providing services described in subsections A-M above.

Any requested changes or modification to the scope of services, objectives or budget line items must be submitted in writing to CSS as an amendment for approval to this Contract prior to the change or modification being made to this Contract.

The Contractors agree to adhere to all project operational policies and procedures established by CSS, and allow site visits by CSS staff as needed and determined by CSS to monitor compliance with project policies, procedures, and terms of this Contract.

Each Contractor shall complete 50% of the services and objectives agreed to by each Contractor as described above, and deliver 50% of the services outlined to half of the total participants agreed to by April 30th of the grant year, with the remaining services and objectives to be completed by September 29th of the grant year, and any subsequent grant years if federal funding is extended beyond 2015. CSS will review the status of all activities and objectives detailed in this contract in June of the grant year and any subsequent grant years; failure to comply with any of the activities, services, and objectives outlined in this Contract may result in a contract reduction unless deemed unnecessary by CSS.

IV. COMPENSATION

Each of the Contractors agree to provide the services detailed in their respective subsections of Section III, subsections A-M above, and will be compensated for work performed as follows in subsections A-M of this Section as listed below, provided that each Contractor complies with all performance and reporting requirements. The total compensation to each of the Contractors for services performed/rendered under this Contract shall not exceed the amounts listed in each subsection A-M below. Compensation is contingent on the annual renewal of Financial Assistance Award No. 90FK0049-01-00, a discretionary grant by the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services to CSS.

A. YWCA: YWCA shall deliver services to the planned number of participants as described in Section III, subsection A, with compensation up to \$130,000 per year in grant funds.

- B. UMOS: UMOS shall deliver services to the planned number of participants as described in Section III, subsection B, with compensation up to \$90,128 per year in grant funds.
- C. Community Advocates: CA shall deliver services to the planned number of participants described in Section III, subsection C, with compensation up to \$120,000 per year in grant funds.
- D. The Alma Center: The Alma Center shall deliver services as described in Section III, subsection D, with compensation up to \$5,000 per year in grant funds.
- E. My Father's House, Inc.: MFH shall deliver services to the planned number of participants described in Section III, subsection E, with compensation up to \$378,000 per year in grant funds.
- F. AMTC and Associates: AMTC shall deliver services as described in Section III, subsection F, with compensation up to \$155,100 per year in grant funds.
- G. Center for Self-Sufficiency: CFSS shall deliver services to the planned number of participants described in Section III, subsection G, with compensation up to \$103,000 per year in grant funds.
- H. Compel Milwaukee: CM shall deliver services to the planned number of participants described in Section III, subsection H, with compensation up to \$115,060 per year in grant funds.
- I. Next Door Foundation: NDF shall deliver services to the planned number of participants described in Section III, subsection I, with compensation up to \$112,000 per year in grant funds.
- J. Wisconsin Regional Training Partnership: WRTP shall deliver services to the planned number of participants described in Section III, subsection J, with compensation up to \$50,000 per year in grant funds.
- K. Northcott Neighborhood House: NNH shall deliver services to the planned number of participants described in Section III, subsection K, with compensation up to \$40,000 per year in grant funds.
- L. Wisconsin Community Services: WCS shall deliver services to the planned number of participants described in Section III, subsection L, with compensation up to \$25,000 per year in grant funds.
- M. Centro Legal: Centro Legal shall deliver services to the planned number of participants described in Section III, subsection M, with compensation up to \$53,963 per year in grant funds.

Expenditures must coincide with the line item dollar amounts indicated in the estimated 12-month budget for each of the Contractors as outlined in the *Milwaukee County Pathways to Responsible Fatherhood Project – CSS Year 4 Budget* referenced as Exhibit B attached and incorporated herein. Actual expenses may not vary by more than 5% of the budgeted line item.

V. BILLING

Each Contractor shall have electronic mail access and the ability to submit electronic, Internet-based on-line invoices to Milwaukee County. Each Contractor must submit to the County in the form and format approved by the County, an invoice for the purchased services furnished to eligible recipients during the preceding month and all required documentation no later than the 10th calendar day following the end of the reported month, it being understood

that such invoice may be subject to audit by County before and/or after payment is made. As a matter of practice, the County attempts to pay invoices in 30 calendar days of invoice approval.

Invoices are to be submitted to Agnes Marcinowski, Manager of the Operations Division and MPRF Fiscal Director, Milwaukee County Department of Child Support Services, 901 North 9th Street, Room 101, Milwaukee, Wisconsin 53233.

Completion of program objectives must be commensurate with amount invoiced; subsections A-M of Section III of this Contract identify the planned services and number of participants to be served each grant year to meet program objectives for each of the individual Contractors. The amount paid each month to Contractors shall not exceed 1/12 of the total Contract amount per Contractor unless approved in advance by the County after reviewing written rationale for exceeding 1/12 of the total Contract amount for each Contractor. State Prompt Pay Law, section 66.0135 of the Wisconsin statutes shall not apply to payment for services provided hereunder.

Payment by County of a Contractors' invoice does not absolve any of the Contractors from a final accounting and settlement upon submission and review of Contractors' annual audit, or from audit recoveries arising from an on-site audit of Contractors' case records or other documentation in support of services billed. Invoice/reimbursement requests received twenty (20) days after the termination of this Contract will not be considered for payment by County.

VI. WITHOLDING OF PAYMENTS

Failure on the part of any Contractor to comply with Contract requirements may result in withholding of any payments otherwise due to the Contractor from the County by virtue of any County obligation to vendor until such time as the Contract requirements are met. The County reserves the right to use any legal means necessary to recover for any damage resulting from any of the Contractors' failure to meet the terms and conditions of this Contract. Individual Contractors shall be liable for any costs necessary to ensure Contract compliance, including attorney fees. Further, the County reserves the right to modify the Contract amount due to an individual Contractor at any point in the year that the individual Contractor falls behind in the services, activities, objectives, and/or service of the planned number of participants listed above. The County will provide the Contractor a written notice of any changes to Contract amounts.

VII. CONTRACT RENEGOTIATION

This Contract may be renegotiated with an individual Contractor and/or any of the Contractors in the event of changes required by law, regulations, court action, or the inability of either the County, or an individual Contractor to perform as individually committed in this Contract. Revision of this Contract must be agreed to by the County and the individual

Contractor or Contractors as determined necessary, as evidenced by an addendum signed by their authorized representatives.

VIII. CONTRACT TERMINATION

This Contract may be terminated thirty (30) days following written notice by the County for any reason, with or without cause. Failure by an individual Contractor to maintain required licenses in good standing may, at the option of the County, result in immediate termination of this Contract. Failure to comply with any part of this Contract may be considered cause for early termination by the County.

Individual Contractors shall notify the County in writing whenever unable to provide the required quality or quantity of services, or key personnel are no longer available to provide services. Upon such notification, the County and the Contractor(s) unable to provide the service quality or quantity shall determine whether such inability will require a revision or early termination of this Contract as to the Contractor(s) involved.

In the event of termination, the County will only be liable for federally reimbursable service rendered through the date of termination and not for the uncompleted portion, or any of the materials or services purchased or paid for by the terminated Contractors for use of completing this Contract. Should the County's reimbursement from the U.S. Administration for Children and Families not be obtained or continued at a level sufficient to allow for payment for the quantity of services in this Contract, the obligations of each party shall be terminated and such reduction in reimbursement or payment to the County shall be sufficient basis for the County to reduce the amounts to be paid to the individual Contractors, notwithstanding that the Contractors may have provided the service.

In the event that any of the individual Contractors fail to perform the services and/or serve the planned number of participants described in Section III for each Contractor, or for whom this Contract is terminated for noncompliance or any other reason, all remaining provisions of this Contract shall remain in full force and effect for all other individual Contractors. In the event that any part or provision of this agreement is declared fully or partially invalid, unlawful or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and the agreement will remain in full force and effect, if the essential terms and conditions of this agreement for the County and each of the remaining individual contractors remain valid, binding and enforceable.

The County reserves the right to withdraw any qualified recipient from the program, service, institution or facility of a Contractor at any time, when in the judgment of County, it is in the best interest of the County or the qualified recipient.

IX. CONTRACT CONTENT AND SUBCONTRACTS

The entire Contract of the parties, including the individual sections for each individual Contractor is contained herein. This Contract supersedes all oral agreements and negotiations and all writing not herein referred to and incorporated.

Assignment of any portion of the work by subcontract is prohibited except upon prior written approval of the County. All budgeted expenses in the subcontract must be consistent with the approved MPRF grant.

X. INDEPENDANT CONTRACTORS

Nothing contained in 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 the individual Contractors or their successors or assigns. In entering into this Contract, and in acting in compliance herewith, each of the Contractors are at all times acting and performing as independent Contractors, duly authorized to perform the acts required of it in this Contract.

XI. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided that neither the County nor any Contractor shall assign its obligations hereunder without the prior written consent of the other. Contractors shall not assign or transfer any interest or obligation in this Contract without the prior written consent of the County, unless otherwise provided herein.

XII. REPORTS, AUDIT, AND INSPECTION OF RECORDS

Pursuant to §56.30(6)(e) of the Milwaukee County Code of Ordinances, each of the Contractors shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party that Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by a Contractor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by any Contractor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the individual Contractors. Contractors (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each contract term.

Each of the Contractors agree to allow authorized representatives of the County and County funding sources to have access to all records necessary to confirm individual Contractors' compliance with law and the specifications of this Contract.

Each Contractor must submit monthly program and financial reports and update all attendance for the prior month by the 10th of each month according to the format assigned by the County. Payment for services will be delayed and Contract deductions will be applied for failure to submit timely program or fiscal reports, or failure to update attendance data.

Each of the Contractors and County mutually agree that federal auditors as well as other federal and state officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Contractors agree to reimburse any funds found not in compliance with this agreement, in accordance with the County's audit resolution procedures.

A. Audit Requirements for Funding Source

Each of the Contractors shall submit to CSS Manager of Operations Agnes Marcinowski on or before April of each grant year or such later date that is mutually acceptable to the Contractors and CSS, two (2) original copies of a certified audit report in accordance with the Office Management and Budget (OMB), Circular A-133 for each grant year prepared by an independent Certified Public Accountant (CPA) licensed to practice by the State of Wisconsin. The CPA audit and report shall contain the following Financial Statements and Auditors' Reports:

1. Financial Statement for the entire organization:

- a. Comparative Balance Sheet for Total Agency,
- b. Statement of Operation for Total Agency,
- c. Statement of Cash Flows,
- d. Supplementary schedule of revenues and expenses identified by funding source for each program, activity or function as outlined in any Contractor application,
- e. Notes to financial statements including units of services, if applicable, and disclosure of related party transactions, if any.

2. Auditors Reports:

- a. Report on the financial position, results of operations and changes in the financial position of the entire agency;
- b. Report on compliance including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of the contract;

- c. Report on Evaluation of Internal Accounting Controls. A copy of any management letter issued in conjunction with the audit shall be provided to CSS;
- d. Findings of non-compliance;
- e. Schedule of questioned costs and potential amount of repayment prior to offsetting any unrelated items; and
- f. Schedule of Federal and State awards.

3. General:

- a. If an individual Contractor administers multiple programs or activities, including one or more publicly funded programs, the audit shall follow the provisions of the Office of Management and Budget Circular A-133, to the extent possible. These requirements are established to ensure audits are made on an organization-wide basis, rather than on a grant-by-grant basis. Revenues and expenses identified by funding source for each program, activity or function are required in addition to OMB Circular A-133 requirements.

XIII. OWNERSHIP OF DATA

Upon completion of the work or upon termination of this Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that any of the Contractors have collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by any Contractor under this Contract shall not be made available to any individual or organization by Contractors without the prior written approval of County. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractors.

XIV. CONFIDENTIALITY

Each of the Contractors agree to maintain the confidentiality of all County records related to the work and participants of this project. Any information obtained by any employee of Contractors pursuant to the services provided in this Contract is confidential, and each Contractor agrees to maintain the confidentiality of all information related to the services provided. The use or disclosure of any information for any purpose not directly connected to the services provided is prohibited, except with the informed written consent of the Child Support Director, and will be considered grounds for sanction of the Contractor, and possible termination of this Contract as to the Contractor in violation. Additionally, any person violating this section may be fined pursuant to Wis. Stat. § 49.83. The obligations of this section survive any expiration or termination of this Contract. All reports and records must be maintained for seven (7) years.

XV. STAFFING

Each Contractor shall provide all personnel required in performing the services under this Contract. Such personnel shall not be any officer or employee of the County, or have any other conflict of interest or Contractual relationship with the County. No employee of the Milwaukee County Department of Child Support Services shall be an officer, member of the board of directors, or have a proprietary interest in any of the Contractors unless approved in writing by the CSS Director.

XVI. CODE OF ETHICS

Each of the Contractors hereby attests that each is familiar with Milwaukee County's Code of Ethics and agree to observe its standards of conduct as described in section 9.05 of the Milwaukee County General Ordinances.

XVII. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE

In the performance of work or execution of this Contract, the individual Contractors shall not discriminate against any employee or applicant for employment because of race, color national origin, age, sex or handicap, which shall include but not be 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 apprenticeships. Each of the Contractors will post in conspicuous places, notices to be provided by the County setting forth the provisions of the nondiscriminatory 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 terminated Contractor for use in completing its Contract, pursuant to section 56.17(1a) of the Administrative Code for Milwaukee County referenced and incorporated herein.

Furthermore, all of the Contractors agree that each will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of their Contracts, which program 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 Contractors' workforces, where these groups may have been previously under-utilized and under-represented. The Contractors agree that in the event of any dispute as to compliance with the requirements of this section, it shall be the Contractors' responsibilities to show that they have met all such requirements, per section 56.17(1d) of the Administrative Code for Milwaukee County.

Consistent with the requirements of the U.S. Department of Health and Human Services (HHS) and the Administration of Children and Families (ACF) financial assistance award, each of the Contractors commit to adhere to the program assurances described in the Memorandum of

Understanding: Pathways to Responsible Fatherhood Grant Milwaukee County Department of Child Support Services Subcontractors and Other Key Partners attached as Exhibit A and incorporated herein. Each of the Contractors further agree and assure to comply with each of the following federal provisions described in sections A-E below.

A. 45 CFR part 91, Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. 45 CFR part 80, Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. In addition, recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency.

D. 45 CFR part 86, Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

E. 45 CFR parts 84 and 85, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XVIII. STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE

Milwaukee County's Community Business Development Office approves the Disadvantaged Business Enterprise (DBE) utilization for its contractors and will also make a determination whether good faith efforts are being used to meet the DBE goals. The efforts employed by the contractor should be those that one could reasonably expect a contractor to take if the contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract goals, 49 CFR section 26.53 and Appendix A to 49 CFR Part 26 provide guidance regarding good faith efforts.

XIX. RESOLUTION OF DISPUTES

Any Contractor may file a formal grievance or otherwise appeal decisions of the County in accordance with County Policies and Procedures, and Milwaukee County General Ordinances.

XX. INDEMNITY

Each of the individual Contractors 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 statutory benefits under Workers Compensation Laws and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractors, or their agents, which may arise out of or are connected with the activities covered by this agreement.

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

XXI. INSURANCE

Each of the individual Contractors understand and agree that financial responsibility for claims or damages to any person, or to Contractors' employees and agents, shall rest with the individual Contractors. Contractors shall effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County, upon request, by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

Each of the Contractors shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

Each of the individual Contractors shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Personal Injury	\$1,000,000 Per Person
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage – all autos owned, non-owned and/or hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin requirements

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS SERVICES PROVIDED IN THIS AGREEMENT. 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 THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE SHALL BE AFFORDED THE COUNTY.

A WAIVER OF SUBROGATION FOR WORKER'S COMPENSATION BY ENDORSEMENT IN FAVOR OF MILWAUKEE COUNTY SHALL BE PROVIDED.

The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide and approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A *Certificate of Insurance* shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

The Contractors shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

XXII. NOTICES

Notices to the County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to Jim Sullivan, Director, Milwaukee County Child Support, Room 101, Milwaukee County Courthouse, 901 N. 9th St., Milwaukee, WI 53233 , and notices to the individual Contractors shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in Section I of this Contract or to such other respective addresses as the County and/or individual Contractors may designate to each other in writing from time to time.

XXIII. ADDITIONAL APPLICABLE PROVISIONS

This agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Each of the individual Contractors acknowledge and agree that each will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

It is expressly understood, agreed and assured that the parties' obligations hereunder are subject to federal concurrence, policies, regulations and restrictions with this Contract including all but not limited to the additional following provisions.

Acknowledgment of Federal Funding

As required by HHS appropriations acts, all HHS recipients must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

The Cost Principles

Cost principles establish general standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or indirect costs, and set forth allowability principles for selected items of cost. Applicability of a particular set of cost principles depends on the type of organization making the expenditure.

The cost principles are set forth in the following documents and are incorporated by reference in 45 CFR 74.27 and 92.22: OMB Circular A-21—Cost Principles for Educational Institutions (2 CFR part 220); OMB Circular A-87—Cost Principles for State, Local, and Indian Tribal Governments¹⁵ (2 CFR part 225); OMB Circular A-122—Cost Principles for Non-Profit

Institutions 16 (2 CFR part 230); 45 CFR part 74, Appendix E—Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals 48 CFR subpart 31.2 (Federal Acquisition Regulation)—Contract Cost Principles and Procedures—Contracts with Commercial Organizations .

XXIV. APPROVAL

The County enters into this Contract as authorized by the Milwaukee County Board of Supervisors

Resolution File No. _____, adopted on _____,

Ratified by the Milwaukee County Executive on _____.

Approved with regards to County Ordinance Chapter 42:

By: ^{DocuSigned by:} Rick Norris Date: 8/20/2014
~~Community~~ Business Development Partners

Reviewed by:

Approved for execution:

By: ^{DocuSigned by:} [Signature] Date: 8/21/2014
~~Risk Management~~

By: ^{DocuSigned by:} Mark A Grady Date: 8/21/2014
~~Corporation~~ Corporation Counsel

Approved:

Approved:

By: ^{DocuSigned by:} [Signature] Date: _____
~~Controller~~ Controller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

In witness, whereof, the County and each of the individual Contractors, by their authorized representatives, hereto have executed this Contract.

COUNTY:

Jim Sullivan, Director
Department of Child Support Services

CONTRACTORS:

Paula Penebaker, President and CEO
YWCA of Greater Milwaukee

Tina Koehn, VP of Administration
United Migrant Opportunity Services

Joseph Volk, Executive Director
Community Advocates, Inc.

Albert Holmes, Director
My Father's House, Inc.

Angela Turner, President and CEO
Center for Self-Sufficiency

Angela Robbins, Executive Director
Compel Milwaukee

Carol Keintz, Executive Director
Next Door Foundation

Earl Buford, Executive Director
Wisconsin Regional Training Partnership

McAuthur Weddle, Executive Director
Northcott Neighborhood House

Hollis Patzer, Executive Director
Wisconsin Community Services, Inc.

Terri Strodhoff, Director
The Alma Center

Angela Turner, President and CEO
AMTC and Associates

Domingo Cruz, Board President
Centro Legal