

Memorandum

DATE: November 29, 2012

TO: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

RE: Revised Transitional Jobs Contract between Milwaukee County Child Support
and the YWCA

Milwaukee County Corporation Counsel requested two changes to the Transitional Jobs Contract that we submitted to you on Wednesday, November 21, 2012.

The first change can be found at the end of paragraph one and addresses Child Support Services' ability to terminate the contract.

The second change removes specific statutes concerning liability, and states "liability shall be limited pursuant to Wisconsin Statutes".

**YWCA of Greater Milwaukee
1915 North Dr. Martin Luther King Jr. Dr.
Milwaukee, Wisconsin 53212**

Service Agreement

Milwaukee County Department of Child Support Enforcement
901 North 9th Street, Room 101
Milwaukee, Wisconsin 53233

Agreement No. DOLTJ-051168-02
Effective Date: October 1, 2011
Ending Date: September 30, 2013

Milwaukee County Department of Child Support Enforcement (CSE) (Contractor) whose address 901 North 9th Street, Room 101, Milwaukee, Wisconsin 53233, will provide the services and materials listed below. YWCA of Greater Milwaukee, 1915 North Dr. Martin Luther King Jr. Drive, Milwaukee, Wisconsin 53212, (Grantor) agrees to accept services as detailed below, at the price and in accordance with the terms and conditions stated herein.

1. AGREEMENT TERMS

This agreement commences on the effective date shown on the face of this agreement and will continue for the term ending September 30, 2013. During the term of the agreement, changes or additions may be added to the agreement through the use of additional Supplements and must be made and agreed to by an authorized representative of both parties and in writing in order to be recognized as a change. The Grantor may terminate this agreement at any time without cause upon thirty (30) days' notice to Contractor, in which the Grantor shall pay Contractor for all sums to which it is entitled under this agreement through the date of termination. If it is the decision of the United States Department of Labor to terminate their Enhanced Transitional Jobs Contract, with the Grantor, or should the Grantor make the decision to terminate the contract for any reason, the Grantor may in turn terminate this Agreement at any time without cause upon thirty (30) days' notice to the Contractor, in which event the Grantor shall pay the Contractor all sums to which it is entitled under this Agreement through the date of termination. The Contractor may terminate this agreement for cause if the Grantor fails to pay the Contractor's fee within sixty (60) calendar days after receipt of a monthly invoice. The Contractor may terminate this Agreement at any time without cause upon thirty (30) days' notice to the Grantor, in which event the Grantor shall pay the Contractor all sums to which it is entitled under this Agreement through the date of termination.

2. SERVICES TO BE PROVIDED

Milwaukee County Department of Child Support Enforcement will assist *Supporting Families Through Work (SFTW)* program participants with establishing paternity, establishing and modifying support orders, freezing interest accrual on State owed arrearages, and reaching alternative child support payment plans. These services will be provided in the following manner:

- A. CSE will coordinate co-location of a *SFTW* representative at CSE offices and events for immediate program identification of potential participants;
- B. Provide a training template and technical assistance for Child Support 101 – a training designed to assist non-custodial parents in knowing their rights and responsibilities as it relates to Child Support obligations;
- C. Provide training to allow participants to access Child Support Online Services (CSOS)
- D. Work collaboratively with Legal Action of Wisconsin staff to provide payment histories and negotiate settlements consistent with state policy according to the following schedule:
 1. Upon program enrollment: Milwaukee County Child Support Enforcement will arrange for participants to receive a monthly statement of account by mail.

2. Upon program enrollment Milwaukee County Child Support Enforcement will forgive 25% of interest on state owed arrears for the non-custodial parent (NCP) and freeze the accrual of additional interest;
3. Upon 4 months of at least 50% payment on current child support order(s) by the NCP: Milwaukee County Child Support Enforcement will forgive an additional 50% interest on state owed arrears;
4. Placement into unsubsidized employment: Milwaukee County Child Support Enforcement will forgive the remaining 25% of state owed interest and negotiate on a case by case basis an Alternative Payment Plan for the NCP that will result in a lump sum payment and/or monthly payment plan to address remaining state arrears (principle and birth expenses).

E. Provide YWCA, the Department of Labor and its authorized representatives with progress reports regarding non-custodial parents meeting ongoing child support obligations as reasonably requested.

3. PAYMENT FOR SERVICES

In consideration for the services to be performed by the Contractor, the Grantor agrees to pay a fee of \$8,136.25 per month. This contract is not to exceed \$97,635 for the contract period.

4. PAYMENT TERMS

The Contractor shall submit monthly invoices to the Grantor for work performed. The invoice shall include: an invoice number, dates covered by the invoice, and NCP cases reviewed. The Grantor shall pay the Contractor's fee within sixty (60) days after receipt of the invoice.

5. EXPENSES

The Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent contractor, not the Grantor's employees. The Contractor's employees or contract personnel are not the Grantor's employees. The Contractor and the Grantor agree to the following rights consistent with an independent contractor relationship.

The Contractor:

- A. Has the right to perform services for others during the term of this Contract.
- B. Has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed.
- C. Shall furnish the equipment and materials used to provide the services required by this Contract.
- D. Has the right to hire subcontractors or to use employees to provide the services required by this Contract.
- E. Or its employees or contract personnel shall perform all of the services required by this Agreement unless otherwise specified in Paragraph 2, of this contract.

7. CONTRACTOR RESPONSIBILITIES

The Contractor agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Contract and the following requirements:

A. The Contractor shall adhere to the following audit requirements:

The Contractor must provide an annual audit to the Grantor, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency as shown below.

1. Governmental Units: audits must be completed pursuant to OMB Circular A-128 and the *State Single Audit Guidelines*.
2. Non-Profit Agencies and Institutions: audits must be completed pursuant to OMB Circular A-133 and *The Contractor Agency Audit Guide*. See OMB Circular A-133 for the distinction between vendors and sub recipients.
3. For Profit Agencies: audits must be completed pursuant to the purchase contract language, the Department's *The Contractor Agency Audit Guide*, and the Department's Policies and Procedures.

B. The Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.

C. If the Contractor obtains services for any part of this Contract from another vendor, the Contractor is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Grantor for approval.

D. All services under this contract shall be provided in accordance with, but not limited to, the requirements of the US Department of Labor and applicable Wisconsin Statutes. The services must be provided in conformity with applicable state and federal requirements.

E. The Contractor agrees to cooperate with the Grantor in developing and maintaining procedures for linking case management functions with the Grantor.

F. The Contractor currently maintains an Administrative Complaint procedure pursuant to state policy and will continue to do so.

G. The parties agree that any loss or expense including costs and attorney fees imposed by law will be charged to the agency responsible for the office, employee or agency whose actions caused the loss or expense.

8. CONFIDENTIALITY

The Contractor will not use or disclose, either during or after the term of this Agreement, any proprietary or confidential information of the Grantor or of program participants without the Grantor's prior written permission or that of the program participants except to the extent necessary to perform services on the Contractor's behalf.

Upon termination of the Contractor's services to the Grantor, or upon Grantor's request, the Contractor shall deliver to the Grantor all records in the Contractor's possession relating to the Grantor's business.

9. INDEMNITY

To the fullest extent permitted by law, Grantor and Contractor shall each be liable for their own acts, omissions and negligence and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting thereby. Contractor's liability shall be limited pursuant to Wisconsin Statutes. Grantor and Contractor each represent that they are

financially responsible and will therefore be able to respond in damages on account of any injuries, damages or losses so occasioned by their respective acts omissions and negligence.

- 9a. Under the indemnity provision set forth in the above paragraph, the Contractor provides proof of financial responsibility as follows: Contractor, Milwaukee County, is a municipal body corporate that self-funds for liability under §893.80 and 895.461 (1) of the Wisconsin Statutes, and automobile liability under Statute §345.05. Contractor, Milwaukee County, is also permissibly self-insured under Wisconsin Statute §102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Written documentation showing Proof of Financial Responsibility by the Contractor shall be provided to the Grantor.
- 9b. Under the indemnity provision set forth in the above paragraph, the Grantor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees or other parties. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance coverage for General, Automobile and Professional Liability each with a minimum of \$1,000,000 in coverage. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Proof of insurance shall be provided in the form of a current insurance certificate with Milwaukee County listed as the certificate holder and as an additional insured.

10. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

In connection with the performance of services under this Contract, the Contractor agrees not to discriminate against any employee, Enhanced Transitional Jobs participant or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5) of the Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demolition or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division of Economics Support Civil Rights Compliance Officer setting for the provisions of this nondiscrimination policy.

The Contractor agrees to comply with Civil Rights monitoring reviews performed by the Grantor, including the examination of records and relevant files maintained by the Contractor. The Contractor further agrees to cooperate with the Grantor in developing, implementing, and monitoring corrective actions plans that result from any reviews.

11. VETERANS' PRIORITY PROVISIONS

The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veteran's priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible

spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.
2816.

12. BUY AMERICAN ACT REQUIREMENT

- A. Compliance With Buy American Act.-None of the funds made available in this Act may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with the Buy American Act (41 U.S.C. 10a et seq.).
- B. Sense of the Congress; Requirement Regarding Notice.-
 - 1. Purchase of American-made equipment and products.—In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Notice to recipients of assistance.—In providing financial assistance using funds made available under this Act, the head of each Federal agency shall provide to each recipient of the assistance a notice describing the statement made in paragraph (1) by Congress.
- C. Prohibition of Contracts With Persons Falsely Labeling Products as Made in America.—If it has been finally determined by a court or Federal agency that any person intentionally affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product sold in or shipped to the United States that is not made in the United States, the person shall be ineligible to receive any contract or subcontract made with funds made available in this subtitle, pursuant to the debarment, suspension, and ineligibility procedures described in sections 9.400 through 9.409 of title 48, Code of Federal Regulations, as such sections are in effect on the date of enactment of this Act, or pursuant to any successor regulations.

13. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-5 and 109-234, none of the funds appropriated in Public Law 110-5, Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.

14. DEBARRED CONTRACTORS

Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. Grantees must certify that all contractors, subcontractors, lower-tier contractors and subrecipients are not listed in the federal publication that lists debarred, suspended and ineligible contractors.

15. CHANGES IN IMPLEMENTATION CONTRACT

If the US Department of Labor revises the Contract and such revisions affect the services to be provided by the Contractor under this Contract, the Grantor and the Contractor shall amend this Contract accordingly.

16. ADDITIONAL APPLICABLE PROVISIONS

The contractor must comply with all the following provisions:

- A. 29 CFR Part 93 (New Restrictions on Lobbying), 29 CFR Part 94 (Government-wide Requirements for Drug-Free Workplace (Financial Assistance), 29 CFR 95.13 and Part 98 (Government-wide Debarment and Suspension, and drug-free workplace requirements), and where applicable, 29 CFR Part 96 (Audit Requirements for Grants, Contracts, and Other Agreements) and 29 CFR Part 99 (Audits of States, Local Governments and Non-Profit Organizations).
- B. 29 CFR Part 2, subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations, Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries.
- C. 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor – Effectuation of Title VI of the Civil Rights Act of 1964.
- D. 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
- E. 29 CFR Part 35 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.
- F. 29 CFR Part 36 – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
- G. 29 CFR Part 37 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998.

17. CONTRACT REVISIONS, RENEWAL AND/OR TERMINATION

- A. The Contractor's failure to comply with any terms of this contract may be considered cause for revision, suspension or termination by the Grantor.
- B. Revisions of this Contract must be agreed to by the Grantor and the Contractor by an addendum signed by the authorized representatives of both parties.
- C. If the Contractor is unable to provide the required quality or quantity of services required under this Contract, the Contractor shall immediately notify the Grantor thereof.
- D. The Grantor may terminate the Contract at any time without cause upon 30 days' notice to The Contractor, in which event The Grantor shall pay The Contractor for all sums to which it is entitled under this Contract through the date of termination.
- E. Renegotiations: This contract or any part thereof will be renegotiated in the case of (1.) increase or decreased volume of services; (2) changes required by federal or state laws or regulations or court action; or, (3) monies available affecting the substance of this contract.
- F. This contract may be renewed annually during the four year period of the grant, subject to the continuation of the DOL grant and the agreement of the parties.

18. RECORDS

- A. The Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations.
- B. The Contractor will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Grantor, the US Department of Labor and its authorized agents, in order to confirm the Contractor's compliance with the specifications of this Contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from The Contractor for any purpose not connected with the administration of The Contractor's or The Grantor's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

19. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the US Department of Labor shall serve to terminate this Contract, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. The Grantor shall be notified in writing of all complaints filed in writing against the Contractor. The Grantor shall inform the Contractor in writing with their understanding of the resolution of the complaint.
- E. Disclosure of Independence and Relationship:
 - 1. No Relationship.

When signing this contract, the Contractor certifies that no relationship exists between the Contractor and the Grantor that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to this contract. If there is a conflict of interest, the Contractor must notify the Grantor's Contract Manager. The Grantor will refer this notice from the Contractor to the US Department of Labor's Contract Manager. The US Department of Labor Contract Manager may waive this provision in writing, if the activities of the Contractor will not be adverse to the interests of the US Department of Labor.

20. GENERAL

- A. The parties shall not assign this agreement without prior written consent of the other party, which consent shall not be reasonably withheld.
- B. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin applicable to contracts to be fully performed therein.
- C. This constitutes the entire agreement between parties; this agreement may not be modified except by conditions as outlined in paragraph one (1) "Agreement Terms" above.

Accepted by:
YWCA of Greater Milwaukee

Accepted by:
Milwaukee County Department of Child Support Enforcement

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

Jim Sullivan
Child Support Director

The County enters into this agreement as authorized by the Milwaukee County Board of Supervisors Resolution File No. _____, adopted on _____, and ratified by the Milwaukee County Executive on _____.

Approved by Risk Management (DOA): _____ Date: _____

Approved as to form, independent contractor status by Corporation Counsel: _____ *Date:* _____