

## 2019 PURCHASE OF SERVICE CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporation represented by the Milwaukee County Department of Child Support Services, Room 101 - Courthouse, 901 N. 9<sup>th</sup> St., Milwaukee, WI 53233 (hereinafter called "County") and Center for Veterans Issues 315 W Court St., Milwaukee, WI 53212 (hereinafter called "Contractor") becomes effective on January 1, 2019.

### 1. SCOPE OF SERVICE

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Attachment I, Schedule of Services.

### 2. STAFFING AND DELIVERY OF SERVICES

Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Written notification of replacement of personnel shall be provided to County prior to replacement. Contractor shall not replace named personnel without the prior written approval of County. Any proposed replacement of named personnel shall be by persons of equal qualification.

Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services to eligible clients.

Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the services referred to herein.

### 3. DATES OF PERFORMANCE

This Contract is for the period of January 1, 2019 through December 31, 2019, unless extended by agreement of the parties.

### 4. COMPENSATION

Contractor shall be compensated for the services performed as stated in Attachment II, Compensation and Payment Method, attached hereto and made a part of this Contract. **County is unable to guarantee the volume of requests funded by this Contract.** The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

## **5. BILLING**

Contractors shall have E-Mail access and the ability to submit electronic, internet based on-line invoices to Milwaukee County. All billing and invoice formats and procedures shall be determined by Milwaukee County.

Contractor shall provide County with billings for services provided in accordance with Attachment II, Compensation and Payment Method and shall be paid in accordance therewith. Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchased services. Payment by County of Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed. Billing reports received twenty (20) days after the termination of this Contract will not be considered for payment by County.

## **6. CONFIDENTIALITY, RECORD KEEPING AND ACCESS TO RECORDS**

Any case information obtained by any employee of Contractor, pursuant to the services provided in this Agreement, is confidential and shall be used exclusively for the performance of functions described in this agreement. Any improper use or dissemination of information obtained will be considered grounds for sanction of Contractor and possible termination of this Contract. The obligations of this section survive any expiration or termination of this Contract.

Contractor will be responsible for safeguarding information received from County and may disclose information concerning applicants and recipients of child support services only in the administration of the programs under Wis. Stat. § 49.22 (2m). Any person violating this section may be fined pursuant to Wis. Stat. § 49.83.

Contractor agrees to comply with the following measures to protect the confidentiality of Kids Information Data System ("KIDS") information and to protect child support case information against unauthorized access or disclosure:

- A. Only authorized Contractor employees shall be given access to KIDS. Said access shall be limited to the access levels necessary to perform job duties specified under this agreement.
- B. Contractor shall instruct all employees with access to KIDS information or other child support case information about the confidentiality required by state and federal law.
- C. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support services

program, and shall not be used for any other purposes and may not be re-released to any other organization or agency.

- D. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Department of Children and Families (DCF) Division of Family and Economic Security (DFES) policy regarding computer security. Such policy is found in the Division of Family Support (DFS) Security Manual, Appendices 4.3, 5, 6 and 7, see Attachment III.
- E. Contractor shall attest that all personnel with access to KIDS information will adhere to the policies and procedures of DCF and state statutes regarding confidentiality and computer access that are referenced in Appendices 4.3, 5, 6 and 7 of the DCF Program Security Manual. This includes, but is not limited to, completing a DWSW-10 and DWSW-11 form for each person who ends employment with the Contractor who had access to KIDS and for each person no longer requiring access to KIDS. The child support agency director or designee may periodically review each staff person's access to KIDS to ensure that the level of access is consistent with the job duties.
- F. Contractor shall instruct all employees with access to KIDS information about the confidentiality required by state and federal law.
- G. Pursuant to Wisconsin statute and federal law [Wis. Stat. §§ 49.22(12) and 454 (26) of the Social Security Act], a child support agency may not release information about the whereabouts of a person, if the person seeking information is subject to a temporary restraining order or injunction with respect to the person about whom the information is sought, or if the child support agency has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of such individuals by entering a participant privacy indicator in KIDS. KIDS data includes information about all case participants, including persons with privacy protection. Contractor will explain the sensitive nature of the privacy protection indicator to all agency personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator. Information about protected individuals may not be published, used, transmitted or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, intervention, and effectiveness of services rendered under the Contract. County reserves the right to deny payment of, or require repayment for units of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that Contractor may have provided the services.

Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of County, the Milwaukee County Department of Audit, and County's funding sources to have access to all records necessary to confirm Contractor's compliance with the law and the specifications of this Contract and any current relevant policies and procedures.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's charges for services or as may be necessary to evaluate or confirm Contractor's delivery of services.

It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least four (4) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

**7. PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE**

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and as indicated in Attachment IV, Milwaukee County Acceptable Use of Technology Directive for Vendors (Exhibit A).

**8. INSPECTION OF PREMISES AND COUNTY SITE AUDITS**

Contractor shall allow visual inspection of Contractor's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any times that care and services are normally being furnished.

Contractor and County mutually agree that County's representatives including the Milwaukee County Department of Child Support Services and the Milwaukee County Audit Services Division as well as state and federal officials, reserve the right to review Board approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary

and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least five (5) years following the latter of Contract termination, or receipt of audit report, if required.

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to five (5) years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The contractor and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

## 9. AUDIT REQUIREMENTS

### COUNTY RIGHTS OF ACCESS AND AUDIT

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section [34.09](#) (Audit) and Section [34.095](#) (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

- A. Contractor shall submit to Milwaukee County, on or before **July 1, 2019** or such later date that is mutually acceptable to Contractor and Milwaukee County, **one (1) original copy** mailed to address provided below and one soft copy emailed to [jetaunne.richardson@milwaukeecountywi.gov](mailto:jetaunne.richardson@milwaukeecountywi.gov) (\*see instructions below for subject line) of an Agency-wide Audit for Calendar Year 2018 if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$100,000 or more, unless waived by Milwaukee County. Contractor

may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

**Contractors reporting on a fiscal year other than a calendar year** shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section 8, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2018 through December 31, 2018, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2019. This provision shall survive the termination of this Agreement regardless of the reason.

**Non-profit Contractors who received aggregate federal financial assistance of \$750,000 or more, either directly or indirectly**, shall submit to Milwaukee County, on or before **July 1, 2019** or such later date that is mutually acceptable to Contractor and County, **one (1) original copy and one (1) soft copy emailed to [jetaunne.richardson@milwaukeecountywi.gov](mailto:jetaunne.richardson@milwaukeecountywi.gov)** (\*see instructions below – subject line) of a certified audit report for Calendar Year 2018 performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at [http://www.whitehouse.gov/omb/grants\\_docs](http://www.whitehouse.gov/omb/grants_docs)) or per 48 CFR part 31, if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. This provision shall survive the termination of this Agreement regardless of the reason.

**\*Subject Line for soft copy Audit Report – “Agency Name 2018 Audit Report”**

All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:

1. Standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, December 2011 Revision published by the Comptroller General of the United States; and
2. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Milwaukee County. Extensions of the deadline for submission of the audit are at the sole discretion of County. If Contractor determines an extension is necessary, County

must receive a request for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:

- (1) An explanation as to why an extension is necessary;
- (2) The date upon which the County will receive the audit;
- (3) The unaudited financial statements of the Contractor; and,
- (4) Any additional information Contractor deems relevant to County's determination.

No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department of Child Support Services  
Contract Administrator  
901 N. 9<sup>th</sup> St Room 101  
Milwaukee, WI 53233

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

**(1) Financial Statements and Supplemental Schedules:**

- a. **Comparative Statements of Financial Position** – For Agency-wide audits only.
- b. **Statement of Activities** – For Agency-wide audits only.
- c. **Statement of Cash Flows** – For Agency-wide audits only.

**(2) Independent Auditors Reports and Comments:**

- a. “Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award” including comparative statements of financial position, and related statements of activities and cash flow of entire agency.

Or, for Program Audits

“Opinion on the Financial Statement of a Program in Accordance with the Program Audit.”

Or, for Program Audits

“Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit.”

- c. “Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Part 200 Uniform Grant Guidance” (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).
- d. Schedule of findings and questioned costs to include:
  - Summary of auditor’s results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
  - Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
  - Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;
  - Doubt on the part of the auditors as to the auditee’s ability to continue as a going concern;
  - Other audit issues related to grants/contracts with funding agencies that require audits to be performed and
  - Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.
- e. A copy of the Management Letter or other document with auditor’s comments issued in conjunction with the audit shall be provided to County, along with Management’s response to the Management Letter. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

**(3) Contractor Prepared Schedules and Responses:**

- a. Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- b. Corrective Action Plan (CAP), for all current-year audit findings related to County funded programs and/or financial statements of the Contractor. The Corrective Action Plan shall be prepared by Contractor, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective



action plan; the planned corrective action; and, the dates of implementation and anticipated completion.

- c. Management's responses to each audit comment and item identified in the auditor's Management Letter.

**(4) General:**

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

- a. Government Auditing Standards, (Standards for Audit of Government Entities, Programs, Activities, and Functions), current Revision.
  - b. OMB Uniform Grant Guidance Part 200
  - c. The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.
  - d. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
  - e. State of Wisconsin, Department of Administration Single Audit Guidelines - Latest Revision.
  - f. State of Wisconsin Department of Children and Families Allowable Cost Policy Manual, Latest Revision.
  - g. AICPA Generally Accepted Auditing Standards.
- B. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with County or County's representative(s) including the Milwaukee County Department of Child Support Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least seven (7) years following the latter of Contract termination, or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.
- C. Contractor and County mutually agree that County or County's representative(s), including the Milwaukee County Department of Child Support Services and the Milwaukee County Division of Audit Services (DAS) , as well as state and federal officials, reserve the right to review certified audit reports, supporting workpapers, 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. Such reviews may be

conducted for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

D. Contractors reporting on a **fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements** upon submittal of the following **unaudited** schedules:

(1) A schedule of revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year ended in 2018 through December 31, 2018, for each program or activity identified as a fee for service agreement with Milwaukee County, referenced as a line item on the Attachment I of a Purchase of Service Contract.

The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before July 1, 2019, or such later date that is mutually acceptable to Contractor and County.

(2) If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.

E. Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of contract termination or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.

F. **Contractor's Subrecipients**

Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.

Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

Subrecipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Division of Audit Services (DAS) and County's funding sources to have access to all records necessary to confirm

subrecipient's compliance with law and the specifications of this Contract and the subcontract. This provision shall survive the termination of this Agreement regardless of the reason.

It is agreed that County representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's program objectives, participant case files, costs, rates and charges for the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least seven (7) years following the latter of contract termination, or receipt of subrecipient's audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

Subrecipient shall allow visual inspection of subrecipient's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and services are being furnished.

**G. Failure to Comply with Audit Requirements:**

If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County, or fails to request and receive an audit submission waiver (if applicable/available) or extension of time to submit audit, as required by this Contract within the specified timeframe, the County may:

- a. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
- b. Charge Contractor for all loss of Federal or State aid or for penalties assessed to County because Contractor did not submit a complete audit report within the required time frame;
- c. Disallow the cost of the audit that did not meet the applicable standards; and/or
- d. Withhold or suspend any or all payments due the Contractor from County.
- e. Suspend, reduce or terminate the Contract/Agreement, or take other actions deemed by County to be necessary to protect the County's interests.
- f. In the event of selection by County of an organization or individual to complete an audit of Contractor's financial statements, County shall withhold from future payments due to the Contractor from County an amount equal to any additional costs incurred by the County for the completion of an audit of Contractor's records by an auditor selected by County.

- g. County may withhold or recover a sum of \$1,500 from payments due to the Contractor from County as liquidated damages.
- h. County may impose additional monitoring and/or reporting requirements on contractor. Or take any other action that County determines is necessary to protect federal or state funding.
- i. These provisions shall survive the termination of this Agreement regardless of the reason.
- j. Upon receipt of the audit report, County will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received, County will complete a compliance review and notify Contractor of County's actions on the audit report.
- k. Contractor agrees to submit to Child Support Services plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from Child Support Services and ineligibility for future agreements/contracts with Child Support Services until six months after such time as these requirements are met. This provision shall survive the termination of this Agreement regardless of the reason.
- l. Contractor agrees that the Child Support Services is entitled to repayment of amounts identified as a result of the audit required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses incurred by Child Support Services in collection of these amounts shall be charged to the Contractor on outstanding repayments as set forth in section 46.09 (4) (d) (8) Milwaukee County General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.
- m. Contractor and County mutually agree that the Milwaukee County Child Support Services or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Agreement regardless of the reason.
- n. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Child Support Services programs as a result of an investigation or audit conducted by Child Support Services or its agents, the Milwaukee County Division of Audit Services (DAS), the Federal Bureau of Investigation, or an authorized

agent of any of these. This provision shall survive the termination of this Agreement regardless of the reason.

- o. If the County has waived the audit requirement for this Contract under Wisconsin Statute s. 46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive County funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract. This provision shall survive the termination of this Agreement regardless of the reason.

## **10. DISADVANTAGED BUSINESS ENTERPRISE**

The Contractor shall comply with Milwaukee County Ordinance 42 and CFR 49 part 23, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise ("DBE(s)") on professional service contracts. In accordance with this, the contractor shall ensure the DBE(s) have the maximum opportunity to participate in this project. The specific goal for this project is Percent (5%).

## **11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY**

No eligible client shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances which is attached hereto by reference and incorporated herein as though fully set forth herein.

Contractor agrees that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, see attachment V.

Consistent with the requirements of the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development (DWD), Contractor with 25 Employees AND any combination of funding in the amount of \$25,000 or more from Purchaser and/or the State are required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative

Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans prior to execution of this agreement **or** Contractor may submit a copy of the State approval letter to Purchaser in lieu of the CRCP.

Contractor with direct State contracts with DWD with fewer than 25 employees, or Network Providers receiving less than \$25,000 in direct State funding are required to file a Letter of Assurance with DWD, and a copy with Milwaukee County. Contractor with fewer than 25 employees or Contractors receiving less than \$25,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County.

Completion forms, instructions, sample policies and plans are posted at: <https://dcf.wisconsin.gov/civilrights/plans>

Milwaukee County will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contractor agrees to comply with Civil Rights monitoring reviews performed by Milwaukee County including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with Milwaukee County in developing, implementing, and monitoring corrective action plans that result from any reviews.

**12. INDEMNITY & INSURANCE**

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Per Accident

Bodily Injury and Property Damage  
All Autos

Professional Liability \$1,000,000 Per Occurrence  
Refer to Additional Provision A.1. \$3,000,000 Aggregate

Cyber Liability \$1,000,000 Per Occurrence  
Refer to Additional Provision A.2. \$1,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services provided in this agreement. Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A- rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

A.2. Cyber Liability – Additional Provisions

Contractor agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.
- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

### **13. WITHHOLDING OF PAYMENTS**

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment II, Compensation and Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Child Support Services administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable,



until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

#### **14. CONTRACT TERMINATION**

This contract may be terminated thirty (30) days following written notice by County or Contractor 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 program participants served by this Contract. Failure to maintain in good standing required licenses, permits and/or certifications, 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 offended party.

In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or any materials or services purchased or paid for by Contractor for use in completing this Contract.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

In the event of termination, the Contractor will be notified in writing in accordance with the Section of this Contract regarding "Notices".

Should County reimbursement from state or federal sources not be obtained or continued at a level sufficient to allow for payment for services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state or federal sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.

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

#### **15. 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. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

**16. INDEPENDENT CONTRACTOR**

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 Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

**17. SUBCONTRACTS**

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

**18. ASSIGNMENT LIMITATION**

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. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

**19. PROHIBITED PRACTICES**

**A.** During the period of the Agreement, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Services or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Child Support Services. 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 Contractor's business unless approved in writing by the Director of the Department of Child Support Services.

**B.** Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances which states in part, " No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee. "

Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has

reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.”

The use or disclosure by any party of any information concerning eligible clients who receive services from Contractor, for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

## **20. REQUIRED DISCLOSURES**

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

## **21. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or other wise ineligible to participate in any Federal procurement or non-procurement programs; or
- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- F. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (D); and
- G. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**22. DEBARMENT BY MILWAUKEE COUNTY**

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quality Assurance review, County audit or annual independent audit; any other breaches of this Agreement.

Department action debaring Contractors from future contractual relationships with the County extends to all owners, partners, officers, board members, or stockholders of Contractor and to all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of two years from commencement date of termination or debarment.

**23. CONDITIONAL STATUS AND SUSPENSION**

- A. Conditional Status

“Conditional Status” is defined as a period of time for up to one year when an agency will be more closely monitored and reviewed for compliance with the provisions of this Contract. This monitoring may include site visits and requests for

documentation/records review. In addition, the following restrictions or requirements may be applied solely or in combination:

- A restriction on the number of new referrals the Contractor may service.
- A restriction on the number of services the Contractor is allowed to provide.
- A requirement that prior to payment the Contractor shall submit documentation of services provided.

Agencies Subject to Conditional Status Include:

1. New Contractors

New Contractors will be subject to Conditional Status for one year from the effective date of the initial Contract.

2. Current Contractors

Current Contractors may be placed on Conditional Status when one of the following conditions occurs:

- a. Previous suspension, which may or may not include compliance with a corrective action plan.
- b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.

Lack of compliance with a corrective action plan can lead to further sanctions as referenced in this Contract.

B. Suspension

County shall have the right to suspend the Contractor for a period to be determined by County for any or all of the following reasons:

1. Contractor has failed to comply or cooperate with a Quality Assurance Review or Audit.
2. Contractor has failed to correct findings or other conditions identified in a Milwaukee County audit or annual independent audit.
3. Contractor is under investigation as a result of a Critical Incident/Complaint.
4. Contractor is under investigation for fraudulent business practices.
5. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
6. Findings resulting from a site review or audit of the Contractor that document quality concerns related to County policies, procedures, or services.
7. Failure of Contractor to respond to communication from County for a period of 30 days or more.
8. Other breaches of this Contract.

Contractors that are suspended will be prohibited from receiving new referrals or may be prohibited from providing any and all services for existing cases.

County reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

The Contractor will be notified in writing in accordance with Section 26 (Notices) of this Contract of the reason for the suspension and the decision regarding reinstatement or termination.

C. **Payments to Contractors Under Suspension**

Suspended Contractors may be paid for authorized and substantiated services provided before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Contractor may be paid for other approved services provided during the suspension period. However, County reserves the right to withhold payment for all authorized and billed services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Contractor to a Milwaukee County client or other actions by Contractor which have harmed or threatened to harm the welfare of Milwaukee County clients. Withholding such payments will remain in effect until a County review of the suspension is completed and a determination for reinstatement or termination of Contract is made.

**24. LABOR PEACE AGREEMENT TO REDUCE THE LIKELIHOOD OF LABOR DISPUTES**

Where applicable, Contractors shall comply with the provisions of Chapter 31 of the General Ordinances of Milwaukee County that is incorporated herein by reference and made a part of this Contract as if physically attached hereto.

**25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

A. General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Child Support Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.

B. Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary

to the Contract that are necessary for one or both parties to comply with HIPAA.

**26. NOTICES**

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To County:  
Jim Sullivan, Director  
Milwaukee County Department of Child Support Services  
Room 101- Courthouse  
901 N.9th St.  
Milwaukee, WI 53233

To Contractor:  
Charlotte Cannon-Sain  
Center for Veterans Issues  
315 W Court St.  
Milwaukee, WI 53212

Either party may designate a new address for purposes of this Lease by written notice to the other party.

**27. CONTRACT CONTENT**

Contractor agrees to provide or arrange its provision of services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Child Support Services and its respective divisions. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original.

**28. APPROVAL**

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

Signature page follows:

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

**FOR MILWAUKEE COUNTY:**

BY: DocuSigned by: Jim Sullivan DATE: 12/18/2018

NAME: Jim Sullivan

TITLE: Director

DEPARTMENT: Child Support Services

FOR Center for Veterans Issue Ltd

BY: DocuSigned by: Charlotte Cannon-Sain DATE: 12/18/2018

NAME: Charlotte Cannon Sain

TITLE: President and CEO-Interim

TAXPAYER ID No.: 391712359

IF PRINCIPAL IS A CORPORATION, IMPRINT CORPORATE SEAL.

**REVIEWED AS TO INSURANCE REQUIREMENTS:**

BY: DocuSigned by: Paul Schwegel DATE: 12/19/2018

**Risk Manager**  
Office of Risk Management

**APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:**

BY: DocuSigned by: Rick Norris DATE: 12/19/2018

**Director**  
Community Business Development Partners

**APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):**

BY: DocuSigned by: [Signature] DATE: 12/19/2018

**Milwaukee County Comptroller**  
Office of the Comptroller

**APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:**

BY: DocuSigned by: Paul D. Englitsch DATE: 12/19/2018

**Corporation Counsel**  
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**County Executive**  
Office of the County Executive

**APPROVED AS COMPLIANT UNDER §59.42(2) (b)5, STATS.:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Corporation Counsel**  
Office of Corporation Counsel



ATTACHMENT I

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES  
AND  
CHILDREN FIRST AGENCY  
SCHEDULE OF SERVICES  
2019 PURCHASE OF SERVICE CONTRACT

Contractor shall perform all tasks, achieve the objectives set forth and comply with all terms in:

1. The County's September 2018 request for proposal.
2. The Contractor's proposal dated October 2018.
3. This schedule of services.

Items one and two are incorporated by reference herein. If there is a variance between the Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise agreed to in writing. If there is a variance among the County's request for proposal, the Contractor's proposal and this schedule of services, the schedule of services shall be controlling, unless otherwise agreed to in writing.

Schedule of Services

Contractor shall serve up to 825 participants from the following zip codes between January 1, 2019 and December 31, 2019: 53110, 53129, 53130, 53132, 53154, 53172, 53201, 53202, 53203, 53204, 53205, 53206, 53207, 53208, 53209, 53210, 53211, 53212, 53213, 53214, 53215, 53216, 53218, 53219, 53220, 53221, 53222, 53223, 53224, 53225, 53226, 53227, 53228, 53233, 53234, 53235, 53236, 53237, 53244

Contractor shall:

1. Enroll and register the participant in the program by entering participant demographic information and Children First enrollment information into the Client Assistance for Re-employment and Economic Support ("CARES") database.
2. Provide an initial orientation session at the Courthouse, including the provision of
  - a. A description of the Children First Program, an overview of activities offered, and expectations for program participation; and
  - b. Possible job leads for participants ordered or stipulated into the program.
3. Staff the Courthouse Children First office daily from 8:30 am to 4 pm when the courts are in session. Contractor will be responsible for providing alternate trained staff at

the Courthouse Children First office if the Contractor's regular staff person is not available.

4. Receive and process incoming Status Reports personally delivered, emailed or faxed to the Office of the Family Court Commissioner on a daily basis when Contractor has a representative scheduled at the Courthouse.
5. Process Children First log sheets and Court Status log sheets on a daily basis, when Contractor has a representative scheduled in the Courthouse
6. Obtain the participant's signature on a "Rights and Responsibilities" form.
7. Contractor shall be responsible for administering the DAST-10 for each court ordered or stipulated participant.
8. Contractor shall be responsible for completing the DAST-10 Weekly Report spreadsheet. The report shall be emailed weekly to the Children First Coordinator by Friday at Noon.
9. Complete a needs assessment regarding barriers to employment and an employability plan that engages participants in Children First and/or work activities for thirty-two (32) hours per week.
10. Provide any additional resource referrals that may assist the participant, including, if needed, a method of facilitating participants' enrollment in General Equivalency Diploma (GED) or Basic Education Activities (BEA) programs.
11. Determine participant's eligibility for additional collaborative services such as TMJ, FSET or WIA.
12. Provide County with 2 copies of Compliance Summary sheets for each participant, at least five (5) days prior to each court date.
13. All case management activities shall be documented in CARES or CWW using appropriate codes for each service or activity within five (5) business days of the service or activity. Contractor shall refer to the Wisconsin CARES Guide for information specific to Children First case entry in CARES. Case comments recording case action or program-related information for individuals must be entered into CARES within 24 hours of action of contact with the individual. The Wisconsin Works agency will make entries into CARES using work program activity codes as defined in BHCE/BWP Operations Memos 03-31, 03-50, and 03-78.
14. Contractor must submit 2 copies the following reports to County pertaining to each Children First participant:
  - a. Employability plan; and

- b. Compliance summary verifying participant's participation or failure to participate in the initial scheduled Orientation/Screening Assessment or scheduled appointments or meetings. The verification shall be submitted no less than five (5) days prior to the next scheduled court date as reflected on the stipulation or court order referring the participant to the Children First program.
15. Contractor shall be responsible for all payments to program participants for transportation costs.
16. Contractor shall identify participants as non-compliant when such participants refuse or fail without Good Cause to cooperate with Children First requirements. Contractor shall document non-compliance in CARES and have a fact-finding procedure for participants in non-compliance. If an incident of non-compliance cannot be resolved between Contractor and the participant, Contractor shall send Notice of Noncompliance to the participant, with a copy to the County. The Notice shall include information on the participant's right to an Administrative Review hearing, which shall be conducted by the Contractor pursuant to the procedures identified in the DCF's 2016 Children First Program Guide (incorporated herein by reference).
17. If a participant does not respond to or participate in the fact-finding process, or comply with Children First program requirements, Contractor must notify County of same by affidavit.
18. Contractor shall be available to attend community-based events outside of regular business hours at the request of County, provided County gives two weeks notice of the event.

ATTACHMENT II

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES  
AND  
CHILDREN FIRST AGENCY  
COMPENSATION AND PAYMENT METHOD  
2019 PURCHASE OF SERVICE CONTRACT

Contractor shall be compensated for work performed as follows, provided that Contractor complies with all of the performance and reporting requirements listed in Attachment I:

Contractor shall be compensated at the hourly rate of \$30.00 per hour for the first 10 hours with an additional \$100 to be paid upon the individual's completion of the program. Additionally, the vendor may receive payment for ongoing eligible case management services as defined by the State. This payment shall be paid at a rate of 66 cents per dollar billed. Payment is contingent upon timely submission of compliance reports as set forth above.

Contractor shall submit to County, on or before the tenth (10th) working day of the month, in the form and format approved by County, an invoice for the purchased services furnished to eligible recipients during the preceding month, it being understood that such invoice may be subject to audit by County before and/or after payment is made.

Upon receipt and approval of the monthly statement, County shall pay the amount of the invoice. However, in no event shall payments made by County to Contractor by the end of any month exceed one-tenth (1/10th) of the annualized contract amount, net of other revenues, multiplied by the number of contract months elapsed.

Invoices submitted by Contractor to County later than twenty (20) days following termination of this contract shall not be honored.

County reserves the right to withhold payment or modify the above payment schedule where Contractor fails to deliver the contracted services in accordance with the terms of this contract or fails to submit billing claims as required above.

# Program Security

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**\*\*\*\*\* Hyperlinks updated 4/4/2014 \*\*\*\*\***

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**1.0 Introducing Program Security**

This chapter contains the policies governing the management of child support program security, including:

- Regulations and statutes governing access and use of program data,
- Access to data housed in the Kids Information Data System (KIDS), including types and allocation of worker and supervisory access to KIDS, and
- Safeguarding federal tax information.

KIDS is used to manage the business of the child support program in Wisconsin. KIDS contains data needed to establish paternity and child support orders, track and enforce child support orders, receipt and disburse child support and related collections, and prepare reports for the federal Office of Child Support Enforcement (OCSE).

**1.1 Policy Authority**

Citations	Topic
26 USC 7213	Unauthorized disclosure of information
26 USC 7431	Civil damages for unauthorized disclosure of return or return information
42 USC 653	Federal Parent Locator Service

## Wisconsin Bureau of Child Support

Policy Manual

Program Security Policy

42 USC 654	Privacy protection
42 USC 654a	Automated data processing
45 CFR 303.21	Safeguarding and disclosure of confidential information
45 CFR 307.13	Security and confidentiality for computerized support enforcement systems in operation after October 1, 1997
§ 49.32(9), Wis. Stats.	Monthly reports of recipients of Aid To Families With Dependent Children
§ 49.32(10), Wis. Stats.	Release of information to law enforcement officers
§ 49.32(10m), Wis. Stats.	Release of addresses of recipients involved in legal proceedings
§ 49.83, Wis. Stats.	Limitation on giving information
§ 943.70 Wis. Stats.	Computer crime
Child Support Bulletin 12-01	Protecting confidential information in intergovernmental cases
Child Support Bulletin 12-08	Federal tax information and IRS security measures
Child Support Bulletin 11-05AR	Confidentiality of participant and case record information
Internal Revenue Code 6103	Confidentiality and disclosure of returns and return information

**1.2 Related References**

- [Privacy Protection in KIDS fact sheet](#)
- [KIDS Access and Security fact sheet](#)
- [Program Security resource page](#)

**2.0 Data-Sharing Laws**

Citation	Topic
<a href="#">42 USC 653</a>	Federal Parent Locator Service

## Wisconsin Bureau of Child Support

Policy Manual

Program Security Policy

Citation	Topic
<a href="#">42 USC 653(b)(2)</a>	Disclosure of information to authorized persons
<a href="#">42 USC 654a</a>	Automated data processing
<a href="#">42 USC 654(8)</a>	State plan: privacy protection
<a href="#">45 CFR 303.21</a>	Safeguarding and disclosure of confidential information
<a href="#">45 CFR 307.13</a>	Security and confidentiality for computerized support enforcement systems in operation after October 1, 1997
<a href="#">§ 49.32(9), Wis. Stats.</a>	Monthly reports of recipients to Aid To Families With Dependent Children
<a href="#">§ 49.32(10), Wis. Stats.</a>	Release of information to law enforcement officers
<a href="#">§ 49.32(10m), Wis. Stats.</a>	Release of addresses of recipients involved in legal proceedings
<a href="#">§ 49.83, Wis. Stats.</a>	Limitation on giving information
<a href="#">§ 943.70, Wis. Stats.</a>	Computer crime
<a href="#">§ 943.70(2)(a), Wis. Stats.</a>	Offense against computer data and program

Access to child support data is restricted by state statute and federal regulation. Staff working with child support data must be informed of the rules for accessing, using and sharing data, and must sign the appropriate agreements.

KIDS contains data collected by other programs and agencies [e.g., public assistance programs, the Internal Revenue Service (IRS), the Department of Transportation (DOT), and many others]. Our agreements with other agencies limit the use of their data. In general, child support staff have no authority or right to use data provided by other agencies for any purpose other than administration of the child support program.

## 2.1 Wisconsin Statutes

Citation	Topic
<a href="#">§ 49.32 (9), Wis. Stats.</a>	Monthly reports of recipients to Aid To Families With Dependent Children
<a href="#">§ 49.32 (10), Wis. Stats.</a>	Release of information to law enforcement officers



Citation	Topic
<a href="#">§ 49.32 (10m), Wis. Stats.</a>	Release of addresses of recipients involved in legal proceedings
<a href="#">§ 49.83, Wis. Stats.</a>	Limitation on giving information
<a href="#">§ 943.70 Wis. Stats.</a>	Computer crime
<a href="#">§ 943.70(2)(a), Wis. Stats.</a>	Offense against computer data and program

Wisconsin statute 49.83 states (emphasis added):

“Except as provided under s. 49.32 (9), (10) and (10m), no person may use or disclose information concerning applicants and recipients of relief funded by a relief block grant, aid to families with dependent children, Wisconsin Works under ss. 49.141 to 49.161, social services, **child and spousal support and establishment of paternity services and medical support liability services under s. 49.22** or supplemental payments under s. 49.77 **for any purpose not connected with the administration of the programs**, Any person violating this section may be fined not less than \$25 nor more than \$500 or imprisoned in the county jail not less than 10 days nor more than one year or both.”

The phrase “administration of the programs” refers to the programs cited in the statute section. This statute severely limits the disclosure of child support program information, even to other state and county agencies, despite possibly having very good reasons for desiring access to the information.

Section 943.70, Wis. Stats., defines computer crimes and penalties. Most pertinent to child support program security is Sec. 943.70(2)(a), which states:

(a) Whoever willfully, knowingly **and** without authorization does any of the following may be penalized as provided in pars. (b) and (c):

943.70(2)(a)1. Modifies data, computer programs or supporting documentation....

943.70(2)(a)3. Accesses computer programs or supporting documentation...

943.70(2)(a)4 Takes possession of data, computer programs or supporting documentation.

943.70(2)(a)5 Copies data, computer programs or supporting documentation.

943.70(2)(a)6 Discloses restricted access codes or other restricted access information to unauthorized persons.

Depending on the specific situation, violation of the provisions of Sec. 943.70 may make a person liable for a Class A misdemeanor, a Class I felony, or a Class F felony.

## 2.2 Federal Regulations & Laws

Citation	Topic
<a href="#">42 USC 653</a>	Federal Parent Locator Service
<a href="#">42 USC 653(b)(2)</a>	Disclosure of information to authorized persons
<a href="#">42 USC 654a</a>	Automated data processing
<a href="#">42 USC 654</a>	Privacy protection
<a href="#">45 CFR 303.21</a>	Safeguarding and disclosure of confidential information
<a href="#">45 CFR 307.13</a>	Security and confidentiality for computerized support enforcement systems in operation after October 1, 1997

This section includes laws and policies related to confidentiality and safeguarding of child support information. It covers changes made to federal regulations at 45 CFR 303.21 Safeguarding and Disclosure of Confidential Information, and 45 CFR 307.13 Security and Confidentiality for Computerized Support Enforcement Systems. These changes became effective January 1, 2011. The new federal regulations establish federal policy related to confidentiality and safeguarding of child support information and expand access to child support information for certain federal programs. The following paragraphs outline the new federal regulations and permissible and non-permissible disclosures outside of IV-D purposes.

*General Rule:* Except as otherwise authorized, **the CSA may not disclose any confidential information obtained in connection with IV-D functions for purposes other than the administration of the child support program.**

**Note:** Special additional restrictions prevent disclosure about the whereabouts of an individual protected by a temporary restraining order or whenever the CSA has a reason to believe that disclosure could be harmful to the party or the child.

*Designated Programs:* To the extent that it does not interfere with the IV-D program, the CSA may disclose *most* child support information to *designated* state agencies as necessary to carry out their program functions. Designated agencies includes: Title IV (TANF, FFP foster care, child protective services, and tribal programs under Title IV), Title XIX (Medicaid), Title XXI (SCHIP/certain BadgerCare) and the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamps).

*Limited Disclosures:* When sharing child support information with *Designated Programs*, certain restrictions apply to the release of information received from the National Directory of New Hire

(NDNH), Federal Case Registry (FCR), Financial Institution Data Match (FIDM), and the Internal Revenue Service (IRS).

Limited Disclosures:

1. **NDNH and FCR** information **may not be** disclosed to Medicaid and Title XXI (SCHIP/BadgerCare) programs without *independent verification*.
2. **FIDM** information **may not be** disclosed to TANF, Title IV-E foster care/Title IV-B child protective services (CPS), Medicaid, SCHIP/BadgerCare, and FoodShare (SNAP) without *independent verification*. FIDM information can be shared with other agencies.
3. **IRS** information **may never be** disclosed outside of the child support program unless said release is specifically authorized under federal law. IRS information that has been *independently obtained* from a different source is not considered federal tax information. **(Information in KIDS that is obtained from the IRS is blocked for unauthorized users.)**

(There are specific rules related to access to IRS data. See [Safeguarding Federal Tax Information](#).)

### 2.2.1 42 USC 653 Federal Parent Locator Service

(a)(1) The Secretary shall establish and conduct a Federal Parent Locator Service, under the direction of the designee of the Secretary referred to in section 452(a), which shall be used for the purposes specified in paragraphs (2) and (3).

42 USC 653 goes on to define information critical to maintaining a secure system...(3) Information received or transmitted pursuant to this section shall be subject to the safeguard provisions contained in section 454(26)(c). As used in subsection (a), the term "authorized person" means-- (1) any agent or attorney of any State having in effect a plan approved under this part, who has the duty or authority under such plans to seek to recover any amounts owed as child and spousal support or to seek to enforce orders providing child custody or visitation rights (including, when authorized under the State plan, any official of a political subdivision); (2) the court which has authority to issue an order against a noncustodial parent for the support and maintenance of a child, or to issue an order against a resident parent for child custody or visitation rights, or any agent of such court; (3) the resident parent, legal guardian, attorney, or agent of a child (other than a child receiving assistance under a State program funded under part A) (as determined by regulations prescribed by the Secretary) without regard to the existence of a court order against a noncustodial parent who has a duty to support and maintain any such child; (4) a State agency that is administering a program operated under a State plan under subpart 1 of part B, or a State plan approved under subpart 2 of part B or under part E. (d) A request for information under this section shall be filed in such manner and form as the Secretary shall by regulation

prescribe and shall be accompanied or supported by such documents as the Secretary may determine to be necessary.

### 2.2.2 42 USC 654 State Plan: Privacy Protection

42 USC 654 outlines federal requirements for child and spousal support programs at the state level. It includes wording designed to promote the protection of information regarding the location of participants under certain circumstances:

(26) have in effect safeguards, applicable to all confidential information handled by the State agency, that are designed to protect the privacy rights of the parties, including-

- (A) safeguards against unauthorized use or disclosure of information relating to proceedings or actions to establish paternity, or to establish, modify, or enforce support, or to make or enforce a child custody determination;
- (B) prohibitions against the release of information on the whereabouts of 1 party or the child to another party against whom a protective order with respect to the former party or the child has been entered;
- (C) prohibitions against the release of information on the whereabouts of 1 party or the child to another person if the State has reason to believe that the release of the information may to that person [sic] result in physical or emotional harm to the party or the child;
- (D) in cases in which the prohibitions under subparagraphs (B) and (C) apply, the requirement to notify the Secretary, for purposes of section 653(b)(2), that the State has reasonable evidence of domestic violence or child abuse against a party or the child and that the disclosure of such information could be harmful to the party or the child; and
- (E) procedures providing that when the Secretary discloses information about a parent or child to a State court or an agent of a State court described in section 653(c)(2) or 663(d)(2)(B), and advises that court or agent that the Secretary has been notified that there is reasonable evidence of domestic violence or child abuse pursuant to section 653(b)(2), the court shall determine whether disclosure to any other person of information received from the Secretary could be harmful to the parent or child and, if the court determines that disclosure to any other person could be harmful, the court and its agents shall not make any such disclosure.

KIDS has special programming for privacy protection. See the Privacy Protection in KIDS fact sheet, and the Privacy and Confidentiality resource page on the Child Support Partner Resources Site for detailed policy and instructions, and privacy-related documents, including:

- Confidential Information Release Authorization (DCF-F-DWSC11377)
- **Interpreter's Agreement to Safeguard Confidential Information (DWSC-12632)**
- Privacy Protection Poster ([DCF-P-DWSC11395](#); [Hmong](#); [Spanish](#))
- Request for Privacy Protection ([DCF-F-DWSC11376](#); [Hmong](#); [Spanish](#))

### 2.2.3 42 USC 654a Automated Data Processing

42 USC 654a outlines subsequent expectations regarding the performance and operations of state data processing systems. It also establishes safeguards to protect access to state automated processing systems:

(d) INFORMATION INTEGRITY AND SECURITY.-The State agency shall have in effect safeguards on the integrity, accuracy, and completeness of, access to, and use of data in the automated system required by this section, which shall include the following (in addition to such other safeguards as the Secretary may specify in regulations):

(1) POLICIES RESTRICTING ACCESS.-Written policies concerning access to data by State agency personnel, and sharing of data with other persons, which- (A) permit access to and use of data only to the extent necessary to carry out the State program under this part; and (B) specify the data which may be used for particular program purposes, and the personnel permitted access to such data.

### 2.2.4 Unauthorized Access to Case Information in KIDS

Access to KIDS is granted solely for the purposes of administration of the child support and related programs. Use of the system to view cases in which the user has a personal connection of any sort, or which relate to public figures, does not meet the requirement of being for the purpose of administration of the programs and is strictly prohibited. Violations will result, at a minimum, in suspension of access.

## 3.0 Local Agency Security Review

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The Bureau of Child Support (BCS) is responsible for ensuring that local child support agencies (CSA) and others with access to child support data obtain, maintain, and use that data only in accordance with state and federal laws. Periodically, and as necessary, BCS staff will initiate reviews of local agency security.

CSA administrators must also ensure that their staff and others authorized to view child support data comply with applicable laws and practices. This is partially accomplished through a cooperative agreement with the CSA.

## 4.0 KIDS Access

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### 4.1 Child Support Agencies

Because of Legislative Audit Bureau concerns about the generally high level of KIDS access among child support workers, the Bureau of Child Support issued the Worker Type code allocations found in section 4.2 for child support agencies, based on the number of full time equivalent positions available in the CSA

These allocations are actively monitored by the Wisconsin Department of Children and Families (DCF) security staff, in consultation with BCS. Temporary exceptions based on staffing issues can be granted by BCS upon request and with sufficient justification.

Security tables have been created in KIDS that allow for customization of individual worker access for some key functions. See the Security – Access to KIDS fact sheet for details on which functions can be customized and procedures for requesting customization of individual worker access.

#### 4.2 Worker Type Code Allocations

**Smallest Agencies** [Fewer than 3 Full-Time-Equivalent (FTE) positions] Pepin, Iron, Marquette, Florence, Lafayette and Buffalo

Each agency may have a maximum of two staff with MAAD access. Any additional staff should have access no higher than CSSU.

**Small Agencies (3-5 FTE positions)** Adams, Ashland, Bayfield, Burnett, Crawford, Forest, Green, Green Lake, Iowa, Jackson, Kewaunee, Lac du Flambeau Tribe, Lincoln, Oneida, Price, Richland, Rusk, Taylor, Vernon, Vilas, Washburn, Waushara

Each agency may have a maximum of two staff with MAAD access. Other staff should have access no higher than CSSU.

**Medium-Small Agencies (5-10 FTE positions)** Barron, Calumet, Clark, Door, Dunn, Grant, Juneau, Langlade, Marinette, Menominee Tribe, Monroe, Oconto, Oneida Tribe, Ozaukee, Pierce, Polk, Sawyer, Shawano, St. Croix, Trempealeau, Waupaca

Each agency may have a maximum of three staff with MAAD access, and one staff with CSAD. Other staff should have access no higher than CSSU. Some staff should be able to function at the MAMF or CSMF level.

**Medium-Large Agencies (10-22 FTE positions)** Chippewa, Columbia, Dodge, Douglas, Eau Claire, Fond du Lac, Jefferson, La Crosse, Manitowoc, Marathon, Outagamie, Portage, Sauk, Sheboygan, Walworth, Washington, Winnebago, Wood

Each agency may have a maximum of four staff with MAAD access, and two staff with CSAD. Other staff should have access no higher than CSSU. Some staff should be able to function at the CSMF level. In an agency this size, there may be a few staff at clerical levels whose functions can be performed at the CSOW, FCLK or JCIW levels.

**Large Agencies (30-50 FTE positions)** Brown, Dane, Kenosha, Racine, Rock, Waukesha

Each agency may have a maximum of eight staff with MAAD access, four staff with CSAD. Other staff should have access no higher than CSSU. Some staff should be able to function at the MAMF and CSMF

level. In an agency this size, there are likely to be some staff at clerical levels whose functions can be performed at the CSOW, FCLK or JCIW levels.

### **Milwaukee (195 FTE positions)**

MAAD percentage should be a *maximum* of 20% of all staff. CSAD percentage should be no more than 10 percent. Other staff should have access no higher than CSSU. Some staff should be able to function at the MAMF and CSMF levels. Given the overall number of staff and the ability to specialize there should be some staff at clerical levels whose functions can be performed at the CSOW, FCLK or JCIW levels.

## **4.3 KIDS Access for Non-CSA Staff**

KIDS access may be granted to non-child support agency staff when the reason for access meets the requirement of being “for the purpose of the programs.” Procedures for access to KIDS by non-child support agency staff can be found in the Security – Access to KIDS fact sheet. KIDS users in non-child support agencies (e.g., Economic Support, W-2, Child Welfare) are not permitted to view federal tax information in KIDS. Names and addresses received from the IRS are not displayed, and collection sources are generalized to “blur” the source of the collection from KIDS users in non-child support agencies. Events that can contain federal tax information either are not displayed, or they may be displayed but not allow the user to view the associated notes. If you get questions about KIDS data from staff in these other agencies, please be aware that they may not be seeing the same data on screens as child support agency staff.

### **4.3.1 ESA & Staff in Other State Agencies**

Staff in BCS and the security unit in the Department of Children and Families manage KIDS access for economic support agency (ESA) staff, staff of other divisions in DCF, DHS staff, and, in rare instances, staff in other state agencies. Direct any questions about access or status of access for these types of users to BCS, using the <http://dcf.wi.gov/bcs/partnerres/KIDPOL/> form.

### **4.3.2 Child Welfare Agencies**

KIDS access for child welfare agency (CWA) staff can be granted with the approval of the child support agency. Requests for access to KIDS by county child welfare staff should be routed to the local child support agency. The child support agency director or a designee will determine how many CWA staff will be given access to KIDS.

Since child support information is highly sensitive, the number of CWA workers having access should be limited, based on practical and business needs for KIDS information. Child welfare agencies may use KIDS data to identify and contact parents and potential fathers for possible placement of a child, prepare CWA cases for court action, make complete child support referrals, reconcile substitute care and kinship care payments, and update WiSACWIS participant and case information. WiSACWIS staff who will

perform these functions may request KIDS access. For more information, see Child Support Bulletin 12-04.

Based on these criteria, access should be given to at least one person (and possibly a back-up). Additional access might be appropriate based on the size of the child welfare agency.

#### **4.3.3 Other County Agencies or Staff**

KIDS access may be granted to staff of other county agencies on an individual basis, provided that this access can be shown to meet the requirement of being for the purposes of the IV-D program. This can include, but is not necessarily limited to, corporation counsel staff, family court commissioner staff, clerk of circuit court staff, and judges.

Access for these other county staff is authorized when a cooperative agreement exists between the CSA and the other agency. The Standard Cooperative Agreement language provides assurances that KIDS access granted to the cooperative agency will be solely for the purposes of the IV-D program and that the cooperative agency acknowledges the requirements for confidentiality of the child support information.

For staff of agencies with which there is no cooperative agreement, and for judges, BCS has developed an individual [KIDS Data Sharing/Confidentiality Agreement](#). This agreement sets forth the conditions under which access is to be granted, the requirements for confidentiality of the child support information, and certifies that the access is being granted in order for the user to carry out duties related to the administration of the child support program.

## **5.0 DCF (DWS) Security Manual**

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The [Security Manual](#) for the Department of Children and Families (the manual name has not been updated online to reflect the new department structure) includes general information on computer security, statutes and penalties for misuse of data in state databases, including KIDS, and procedures for requesting and updating access to DCF systems and related databases.

The manual includes information and instructions for, among other things:

1. Obtaining and maintaining logon/user IDs
2. Changing passwords
3. User security profiles
4. Security protection procedures and responsibilities
5. Suspended logon/user IDs



6. Suspension as a result of violating policy or state statute
7. Best practices
8. Virus protection
9. Terminating or changing access

The DCF Security Manual is online at:

<https://workweb.dwd.state.wi.us/dfs/manuals/security/pdf/cover.pdf>

**Note:** To go to a chapter, click the Table of Contents link at the top of the manual cover page, then click the blue titles in the Table of Contents.

## 6.0 Interpreters

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When a participant needs an interpreter (either for a spoken non-English language, or for sign language), the interpreter must maintain confidentiality.

1. Explain to the interpreter the need for confidentiality before using the interpreter's services.
2. **Have the interpreter read and sign the Interpreter's Agreement to Safeguard Confidential Information (DWSC-12632).**
3. Give the interpreter a copy of the signed agreement.
4. Keep the original signed agreement on file in the agency.

A specific interpreter only needs to sign the Interpreter's Agreement form once (i.e., the interpreter does not need to sign the Interpreter's Agreement form every time he/she provide interpretation services for a child support agency).

## 7.0 Safeguarding Federal Tax Information

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The IRS is required by federal law to ensure that agencies with access to federal tax information follow stringent rules to ensure the confidentiality of personal tax information.

The IRS defines federal tax information (which is subject to safeguarding requirements) as *any tax-return-derived information received from the IRS*. Even though CSAs no longer receive 1099 information from IRS, there is still information in KIDS that is received from the IRS and subject to the safeguarding requirements.

- IRS data may be present on the Address Maintenance screen (Path: 04, 04) and the corresponding inquiry screen (Path: 02 01 04).

- IRS data may be present on the Name Maintenance screen (Path: 04 05) and the corresponding inquiry screen (Path: 02 01 05).
- Federal Tax Offset Collection information is considered federal tax information and is therefore subject to the safeguarding requirements. Federal tax offset collections (source codes FTOC, FTAX and FTXJ) might appear on the:
  - IV-D Case Account Statement (Path: 05 10 or 02 05 06), and related line detail screens;
  - Participant Account Statement (Path: 05 09, or 02 05 05) and related line detail screens;
  - List Arrears Certifications (Path: 05 13 or 02 05 09);
  - Inquire Payer Summary (Path: 02 05 14)
  - Inquire Payee Summary (Path: 02 05 15)
  - The C246 Account History Report (Path: 05 14 or 15), will potentially contain federal tax intercept collections if either the 'Payment History' or the 'Payer Payment History' options are selected by changing the indicator on the request screen to "Y". Other Account History options do not contain federal tax information and may be used to share payment and account information with courts and other jurisdictions.
  - Some case events (Path: 03 05, or 02 02 04) and participant events (Path: 04 14, or 02 01 15) and/or related event notes might contain federal tax information.

**Caution!** When you print information from KIDS that includes either a name or address from IRS, or federal tax intercept collection information, **the printed material must be treated as federal tax information**. Removing the source code of a single federal tax offset collection by blacking it out (redacting) does not change the character of the information. According to the IRS, the collection amount itself, even without the source code, is federal tax information. To redact payment data sufficiently to meet IRS non-disclosure requirements, **you must redact the source codes for all collections displayed**.

**Tip:** BCS recommends that CSAs *always* track the printing of Account History reports and *limit* the use of KIDS print screens, to simplify the IRS tracking requirements.

The noncustodial parent (the taxpayer) is entitled to see his or her own tax information. The position of the Bureau of Child Support is that the child support program cannot withhold case information from the custodial parent that directly affects his or her account, including information about federal tax intercept collections.

Federal tax forms that are provided to the CSA by a participant in the case are **not** considered federal tax information and are **not** subject to the IRS safeguarding requirements. However, **they do become part of the case record** and they contain personal identifying information, so **they must be treated with the same level of confidentiality as any other IV-D program information.**

For more information, see Child Support Bulletin 12-08.

### 7.1 IRS Safeguarding Requirements

1. Federal tax information should be clearly labeled “Federal Tax Information” and handled in such a manner that it does not become misplaced or available to unauthorized personnel.
2. Internal Revenue Code Section 6103(p)(4) requires child support agencies receiving federal tax returns or return information to:
  - A. Maintain a system of records, and a log of activity on each record. [Sample IRS Tracking and Disposal Log](#);
  - B. Maintain a secure place of storage;
  - C. Restrict access to returns/return information to those staff that need it to perform their jobs;
  - D. Provide other safeguards determined to be necessary, such as employee awareness, and continuous self evaluation;
  - E. Furnish reports as prescribed;
  - F. Dispose of returns/return information by returning the material to IRS, or by making the returns/return information “undisclosable” by burning, pulping, or shredding (IRS requires shredding to be in strips 5/16 of an inch or smaller, and the paper should be inserted in the shredder so that the lines of print are perpendicular to the cutting line);
  - G. Review the need and use of disclosed returns/return information; **and**
  - H. Store IRS information in a separate location. In situations where physical separation of IRS information is impossible, it must be labeled appropriately, and before releasing the file to anyone not authorized to receive federal tax information, you must remove all tax information from the file.
3. Child support agencies are required by IRC 6103(p)(4)(c) to restrict access to federal tax information to employees whose duties or responsibilities require access. Copies of IRC Section 7213(a) and 7431 must be provided to employees annually, and a periodic orientation session should be held to ensure that employees are aware of all IRS security requirements. Employees

must also be advised that the unauthorized disclosure of federal tax information could result in civil and criminal penalties as well as the termination of employment.

4. If federal tax information is included in an inquiry or verification letter, the information never loses its character as federal tax information – even if it is subsequently verified by another source.
5. If a new address is received from Internal Revenue Service records and entered into a computer database, then the address must be identified as federal information and safeguarded. Addresses in KIDS that are received from the IRS have the following source codes: \*\*\* (IRS), \*\*\*V (IRS-Verified), ZZZ (Federal Tax Intercept), or ZZZV (Federal Tax Intercept-Verified). Having the post office confirm that they deliver mail to the person at that address using the Postmaster Verification letter (LO22) does not change the character of the address – the IRS still considers it federal tax information. Before using an IRS address, local child support agencies should verify the new address by obtaining it from another locate source. If other locate sources have been unsuccessful, BCS recommends that child support workers use CLEAR (Consolidated Lead Evaluation and Reporting) to verify the address, and add a case/participant event with appropriate notes to document the search results. Once you obtain the address from a different source, enter it in KIDS as a new address, with the new source code and date.

IRS publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, providing a detailed description of all IRS safeguard requirements, is available on the IRS.gov web page at <http://www.irs.gov/pub/irs-pdf/p1075.pdf>.

### 7.1.1 Incident Response

CSA employees who observe possible improper use or disclosure of IRS information may contact the office of the Special Agent-in-Charge (SAC), Treasury Inspector General for Tax Administration (TIGTA) directly. This individual is located in the Chicago TIGTA Field Division, telephone number (312) 886-0620 X104. In the alternative, the CSA employee may contact the BCS Security Officer using the <http://dcf.wi.gov/bcs/partnerres/KIDPOL/> form. BCS will report the disclosure to the TIGTA. All security breaches reported to BCS will be fully investigated.

### 7.2 Annual Briefing & Certification of Need to Know

IRS regulations require that access to federal tax information must be strictly on a need-to-know basis. No person should be given more federal tax information than is needed to perform his or her duties. For example:

- When documents are given to a clerk, no federal tax information should be included unless it is needed to perform their assigned duties.

- When information from a federal tax return is passed to a technical employee, the employee should be provided only that portion of the return that the employee needs to perform his/her job function.

CSA management must ensure that all staff know and understand the IRS security and anti-browsing requirements. Each agency must meet the following requirements by December 31 of each year:

- All child support employees must receive an annual briefing on Safeguarding Federal Tax Information. CSAs now have three different training resources available, any one of which can be used to conduct the required IRS briefing:
  - 1) Computer-based training programs produced by BCS: “Safeguarding Federal Tax Information” (15 minutes) and “Program Security and Confidentiality” (20 minutes). Both of these CBTs are available on the PTS Learning Center. Upon completion of the Safeguarding Federal Tax Information program, the employee will print the required copies of IRC Sections 7213, 7213A, and 7431, and form DWSC-12063 (see attachments).
  - 2) IRS DVD video “Disclosure Awareness Training for State Child Support Agencies” (30 minutes). BCS has provided a copy of this video on DVD to all CSAs.
  - 3) IRS videotape previously provided by BCS, which includes “Securing The Future: Giving Hope and Support to America's Children” (20 minutes) and “Stop UNAX In Its Tracks” (15 minutes).
- All employees must sign the Certification of Need to Know and Annual UNAX Awareness Briefing (DWSC-12063), after completion of their briefing. The agency should place all of the signed copies in a single file labeled “Staff IRS Certifications – (year).” These files must be maintained for five (5) years.
- Give a copy of Internal Revenue Code (IRC) 7213 and IRC 7431 handouts (included with the Certification of Need to Know in [UNAX Briefing Documents](#)) to each employee at the same time they sign the Certification of Need to Know and Annual UNAX Awareness Briefing (DWSC-12063).
- CSA directors must complete, sign, and submit the Certification of Compliance with IRS Data Security & Recordkeeping Requirements (DWSC-12065) to their DCF Child Support Regional Coordinator.

*New employees* are required to complete the briefing requirement and take **both** of the computer-based training programs under #1 above during the first week of their employment.

### 7.3 BCS Monitoring Plan

IRS rules require regular monitoring of agencies accessing federal tax data. DCF regional child support coordinators conduct this monitoring through on-site safeguard reviews of local agencies at least once every three years. Among other things, they will:

- Verify that staff have completed the Certificate of Need to Know and Annual UNAX Awareness Briefing (DWSC-12063) each year,
- Verify that the agency has completed the annual Certification of Compliance with IRS Data Security & Recordkeeping Requirements (DWSC-12065).
- The monitoring instrument (IRS Safeguard Review Checklist) that the Regional Administrators use can be found at (insert new link)

The results of the monitoring are reported to the IRS by BCS in the annual Safeguard Activity Report. In addition, the IRS reviewers will select **at least one** local child support agency and conduct a thorough on-site review of safeguarding practices during their triennial onsite review of state safeguarding practices.

## 8.0 Protecting Confidential Information in Intergovernmental Cases

To the greatest extent possible, CSAs should use the same procedures to maintain the confidentiality of personal identifying information, regardless of whether a case originated in Wisconsin or is a responding case from another jurisdiction. CSAs should review their procedures and prepare a summons, petition, and Confidential Petition Addendum (CPA) based on the UIFSA documents.

CSAs should indicate to the court that the supporting UIFSA documents are available for review upon request. A second option would be to redact confidential information from copies of the original UIFSA documents, maintaining the originals for court inspection upon request. BCS encourages CSAs to work with their local courts regarding acceptable procedures and pleadings. For more information, see Child Support Bulletin 12-01.

## 9.0 Documents

Document ID	Document Name/Description	Path	Event/Worklist
DCF-F-2923-E	<a href="#">Request for Access</a>	N/A	N/A

## Wisconsin Bureau of Child Support

Policy Manual

Program Security Policy

Document ID	Document Name/Description	Path	Event/ Worklist
DWSC-12632	<a href="#">Interpreter's Agreement to Safeguard Confidential Information</a>	N/A	N/A
DWSC-12063	<a href="#">Employee's Certification of Need to Know and Annual UNAX Awareness Briefing</a>	N/A	N/A
DWSC-12065	<a href="#">Certification of Compliance with IRS Data Security &amp; Recordkeeping Requirements</a>	N/A	N/A
N/A	IRC SEC. 7213 Unauthorized Disclosure of Information (attachment to DWSC-12065)	N/A	N/A
N/A	IRC SEC. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information (attachment to DWSC-12065)	N/A	N/A
DWSC-15486	<a href="#">Child Support Agency IRS Safeguard-Review Checklist</a>	N/A	N/A
N/A	<a href="#">KIDS Data-Sharing/Confidentiality Agreement</a>	N/A	N/A
N/A	Model Cooperative Agreement – see the <a href="#">Contracts &amp; Cooperative Agreements resource page</a> for the current model	N/A	N/A



## Information Management Services Division

Department of Administrative Services

### EXHIBIT A

**Title:** Administrative Directive on Acceptable Use for Vendors

**Issue Date:** 05/01/18

**Approval:** Chief Information Officer

**Supersedes:** 05/23/17

<p><b>Definitions:</b></p>	<ul style="list-style-type: none"> <li>• <b>County:</b> Milwaukee County Government</li> <li>• <b>Directive:</b> This Administrative Directive on Acceptable Use for Vendors</li> <li>• <b>Information System:</b> Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort.                         <ul style="list-style-type: none"> <li>○ <b>Hardware:</b> Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices.</li> <li>○ <b>Software:</b> Data processing programs on or associated with Hardware, irrespective of where software resides or executes.</li> <li>○ <b>Data:</b> Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System.</li> <li>○ <b>Networks</b> – Connecting systems that allow the Information System to communicate. This includes wireless networks.</li> <li>○ <b>Portable Devices</b> – County portable Hardware, including cellphones, tablets and laptops.</li> </ul> </li> <li>• <b>Vendor:</b> a party in the supply chain that provides goods and services to the County; a third party or independent business partner</li> <li>• <b>User:</b> Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System</li> <li>• <b>IMSD Service Desk:</b> Information Management Services Division                          Contact the Service Desk regarding requests, incidents, and approvals.                          Email <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a>                          Phone 414-278-7888</li> </ul>
<p><b>Purpose:</b></p>	<p>This Directive sets out acceptable uses of the County’s Information System for Vendors and Vendor-specific Users.</p>





**Information Management Services Division**  
 Department of Administrative Services

<p><b>IMSD Principles:</b></p>	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County’s business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not “personal,” is subject to the County’s monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p>
<p><b>Accountability and Enforcement:</b></p>	<p>All Vendors will be required to acknowledge and sign this Directive. Vendors may sign collectively for all Users under their management and oversight. Vendors must use due diligence to ensure these Users who are providing County support or services are trained in and are continuously compliant with this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the Vendor’s County engagement or obligations and may result in denial of access to the Information System. Failure to comply may also result in County actions up to and including termination of the Vendor’s engagement. Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



# Information Management Services Division

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**User Procedures and Conduct:**

**1. The Information System**

**a. Access**

- i.* Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County.
- ii.* Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User.
- iii.* Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties.
- iv.* Users are accountable for all work, transactions and communications under their usernames and passwords.
- v.* Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization.
- vi.* Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration.

**b. Inappropriate Activity**

- i.* Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law
- ii.* Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.
- iii.* Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when clicking on links or opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see Definitions section).



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	<p><b>c. Software</b></p> <ul style="list-style-type: none"><li><i>i.</i> Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.</li><li><i>ii.</i> Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.</li></ul> <p><b>d. Data and Physical Security</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.</li><li><i>ii.</i> Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Definitions section).</li><li><i>iii.</i> Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.</li><li><i>iv.</i> Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Definitions section).</li><li><i>v.</i> Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.</li><li><i>vi.</i> Users who maintain “isolated” Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see Definitions section) to ensure that duplicate copies of the information are securely maintained.</li></ul>
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	<p><b>e. Portable or mobile Hardware</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.</li><li><i>ii.</i> The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see Definitions section).</li><li><i>iii.</i> Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.</li><li><i>iv.</i> Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.</li></ul> <p><b>2. Email and Texting, Instant Messaging, Social Media and Internet</b></p> <p><b>a. General</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.</li><li><i>ii.</i> The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on <b><i>Incidental Personal Use</i></b>.</li></ul>
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## Information Management Services Division

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	<p><b>b. Email and Texting</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.</li><li><i>ii.</i> Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.</li><li><i>iii.</i> Users must not access any other User’s email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.</li><li><i>iv.</i> Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).</li><li><i>v.</i> Due to their disruptive effect, system-wide or “all user” messages or blasts are prohibited, except as part of the County’s authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.</li></ul> <p><b>c. Instant Messaging</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.</li><li><i>ii.</i> Users may not send or receive file attachments via instant messaging services.</li><li><i>iii.</i> Users must communicate only with known and trusted correspondents via instant messaging</li><li><i>iv.</i> Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.</li></ul>
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	<p><b>3. Internet and Intranet</b></p> <p><b>a. Business Internet Access</b></p> <ul style="list-style-type: none"><li><i>i.</i> When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times.</li><li><i>ii.</i> Users must not access websites, blogs, discussion forums, chat rooms or other locations that are inappropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.</li><li><i>iii.</i> Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.</li><li><i>iv.</i> Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.</li><li><i>v.</i> Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. <b>Personal photographs, music and video files will be deleted from County servers when found.</b> Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.</li><li><i>vi.</i> The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or removal from Vendor engagement.</li><li><i>vii.</i> The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law.</li></ul> <p><b>b. Social Media or Networking Sites</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons</li></ul>
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	<p>should make statements on social media sites on behalf of the County.</p> <ul style="list-style-type: none"><li><i>ii.</i> Social media or networking sites may be accessed only as needed for the User’s job. Personal use of social media on the Information System is prohibited.</li><li><i>iii.</i> Interactions on social media or networking sites must comply with all County policies.</li></ul> <p><b>4. Incidental Personal Use</b></p> <ul style="list-style-type: none"><li><i>i.</i> Incidental Personal Use of the Information System consists of <b>occasional, brief</b> use of the Information System (including email or Internet) for <b>short, routine, non-sensitive, non-confidential communications</b>. For illustration, this might include: an email to check on a child’s arrival home from school, an email to meet someone for lunch, a <b>quick</b> check of the Internet for weather or news.</li><li><i>ii.</i> Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.</li><li><i>iii.</i> Incidental Personal Use is not allowed if it interferes with the performance of the User’s duties, exposes the County to expense or liability, or is unlawful for the County.</li></ul> <p><b>5. Prohibited Uses</b></p> <p>In addition to prohibited activity set out elsewhere, the following are also expressly <b>prohibited</b>:</p> <ul style="list-style-type: none"><li><i>i.</i> Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.</li><li><i>ii.</i> Users are prohibited from using the Information System for personal <b>online shopping, personal online sales, or other online transactions</b>. Users <b>may</b> use the Information System for occasional, <b>brief</b> access of online services such as online banking, using the User’s personal email and account information.</li><li><i>iii.</i> Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may <b>not</b> be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts</li></ul>
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	<p>from merchants or teams, etc., or as part of a payment such as PayPal.</p> <ul style="list-style-type: none"> <li><i>iv.</i> A County email address may <u>not</u> be used as a User’s personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes.</li> <li><i>v.</i> Use of the Information System for gambling of any sort (including “social” gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited.</li> <li><i>vi.</i> Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.</li> </ul>
<p><b>Reporting Violations:</b></p>	<p>Users are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to the IMSD Service Desk include, but are not limited to:</p> <ul style="list-style-type: none"> <li>○ Attempts to circumvent established computer security systems;</li> <li>○ use or suspected use of virus, Trojan horse hacker programs or any other intrusive program;</li> <li>○ obtaining or trying to obtain another User's password;</li> <li>○ using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules;</li> <li>○ illegal conduct of any kind.</li> </ul> <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge.</p> <p>Users who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including removal from Vendor engagement.</p>
<p><b>Contact:</b></p>	<p>IMSD Service Desk at <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a> or call 414-278-7888</p>





**Information Management Services Division**  
Department of Administrative Services

**MILWAUKEE COUNTY**  
**ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE FOR VENDORS**

**VENDOR STATEMENT**

\_\_\_\_\_ (Vendor name) acknowledges to be in receipt of the Milwaukee County Administrative Directive on Acceptable Use for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor accessor rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

\* \* \*

\_\_\_\_\_  
Signature of Company representative

\_\_\_\_\_  
Printed name of Company representative

\_\_\_\_\_  
Date

# Affirmative Action & Civil Rights

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## Contents

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## 1.0 Introduction

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Wisconsin's child support program receives federal funding to provide services. Therefore, the program must comply with federal civil rights laws and regulations relating to the hiring and employment of child support staff and in providing services to child support customers.

This chapter highlights the civil rights laws and regulations guiding policy and discusses the Department of Children and Families (DCF) procedures for verifying compliance with affirmative action and civil rights requirements. See the [Civil Rights Compliance resource page](#) for links to current plans, related laws, public information materials, and instructions on these topics.

## 2.0 Policy Authority

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Following are the citations guiding policy for affirmative action and civil rights. [Section 2.1](#) defines equal opportunity, affirmative action, and limited English proficiency. [Section 2.2](#) summarizes the citations related to the hiring and employment of child support staff. [Section 2.3](#) summarizes the citations pertaining to the provision of child support services, including services to persons with limited English proficiency.

Citations	Topic
<a href="#">29 USC 206(d)</a>	Minimum wage, sex discrimination prohibited – Equal Pay Act of 1963, as amended
<a href="#">29 USC 793</a>	Employment under federal contracts – Rehabilitation Act of 1973
<a href="#">42 USC 2000(d)(e)</a>	Discriminatory practices prohibited – Civil Rights Act of 1964
<a href="#">42 USC 6101-6107</a>	Age Discrimination Act of 1975
<a href="#">42 USC 12112-12117</a>	Prohibition against discrimination in employment – Titles 1 and V of Americans with Disabilities Act of 1990
<a href="#">42 USC 12131 – 12134</a>	Prohibition against discrimination in providing public services – Title II of Americans with Disabilities Act of 1990
<a href="#">28 CFR 42.405(d)(1)</a>	US Dept. of Justice regulations on nondiscrimination
<a href="#">29 CFR 1625</a>	Age Discrimination in Employment Act of 1964
<a href="#">Executive Order 11246</a>	Prohibits covered federal contractors and subcontractors from discriminating on the basis of race, color, religion, sex or national origin
<a href="#">Executive Order 13166</a>	Improving access to services for persons with limited English proficiency

## 2.1 Definitions

**Equal opportunity** refers to equal access to federal assistance programs, services and benefits by all applicants and participants regardless of race, ethnic status, gender, disability and any other protected class status. Equal opportunity applies to employment and service delivery.

**Affirmative action** refers to taking positive steps to end discrimination, to prevent its recurrence, and to create new opportunities that were previously denied to minorities, women, persons with disabilities, and limited English proficient persons.

**Limited English proficiency (LEP)** means those customers who cannot speak, read, write, or understand the English language at a level that permits them to access program services and benefits in a meaningful way.

## 2.2 Authority Relating to Hiring and Employing Staff

### 2.2.1 Race, Color, Religion, Sex or Nation Origin

- [Executive Order 11246](#) prohibits covered federal contractors and subcontractors from discriminating on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equal-employment opportunity.
- Title VII of the Civil Rights Act of 1964 prohibits discrimination in hiring, promotion discharge, pay, fringe benefits, job training, classification, referral, and other aspect of employment on the basis of race, color, religion, sex, or national origin.

## 2.2.2 Disability

- Section 503 of the Rehabilitation Act of 1973 prohibits federal contractors and subcontractors from discriminating against qualified individuals with disabilities. It also requires affirmative action for qualified individuals with disabilities in all aspects of employment.
- Title I of the Americans with Disabilities Act of 1990 (ADA) prohibits employers of 15 or more workers, employment agencies, labor organizations of 15 or more workers from discriminating against qualified individuals with disabilities.

**Note:** Disability refers to persons with a wide range of mental and physical impairments. Child support agencies (CSAs) are required to make reasonable accommodations.

Reasonable accommodation refers to making adjustments or modifications in the work, job application process, work environment, job structure, equipment, employment practices or the way that job duties are performed so that an individual can perform the essential functions of the job. If the applicant/recipient needs any IV-D materials in alternate formats, contact the Bureau of Child Support to arrange to provide the material in the requested format.

## 2.2.3 Age

The Age Discrimination in Employment Act of 1967 (ADEA) protects certain applicants and employees 40 years of age and older from discrimination on the bases of age in hiring, promotion, discharge, compensation, or terms, conditions or privileges of employment.

## 2.2.4 Equal Pay

The Equal Pay Act of 1963, as amended, prohibits sex-based wage discrimination between men and women in the same establishment who are performing under similar working conditions.

## 2.3 Authority Relating to Providing CS Services

### 2.3.1 Limited English Proficiency (LEP)

[Executive Order 13166](#) establishes equal-opportunity access to child support programs for persons with Limited English Proficiency. It is the policy of the Department of Children and Families to provide language access services to populations of persons with Limited English Proficiency who are eligible to be served in the child support program.

CSAs are responsible for implementing a plan to provide a range of oral language-assistance options for LEP applicants/clients. When a significant number or percent of the population eligible to be served or likely to be directly affected by the program speaks a language other than English, the CSA must also provide written materials in that language. See the [Wisconsin Child Support web site](#) for examples of publications in other languages. See the Limited English Proficiency Plan on the DCF Civil Rights Plans and Instructions page (<http://dcf.wisconsin.gov/civilrights/plans>) for help determining when you must provide translated documents or translators.

### 2.3.2 Race, Color, Religion, Sex or National Origin

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities that receive federal financial assistance.

### 2.3.3 Disabilities

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in programs and activities that receive federal financial assistance and in federally conducted programs.
- Title II of the Americans with Disabilities Act (ADA) of 1990 prohibits state and local governments from discriminating against qualified individuals in programs, activities, and services. The Americans with Disabilities Act requires that program and application materials inform the public that people with disabilities may request reasonable accommodations to participate in the IV-D program. For example, an applicant or participant with a disability may request any of the following:
  - Information in an alternate format (for example, large print or Braille),
  - An interpreter for the hearing-impaired,
  - To communicate with the CSA through a telecommunications device for the deaf (TDD),
  - Help completing forms if a disability prevents him or her from doing so, **and/or**
  - A physically accessible interview site.

**Note:** If an applicant requests auxiliary aids or services, the CSA must accommodate the request unless doing so would unduly burden the agency. The CSA agency administrator should have ADA materials available to help determine what must be provided, and what is an undue burden.

### 2.3.4 Age

The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance. It applies to all ages.

## 3.0 DCF Compliance Procedures

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Each year CSAs agree to and sign a contract with the Department of Children and Families that includes general provisions for compliance with affirmative action and civil rights procedures.

### 3.1 CRC Plans

Recipients of federal and state funded programs/services/activities from the Wisconsin Department of Children and Families are required to submit a Civil Rights Compliance (CRC) Plan or a Civil Rights Compliance Letter of Assurance. These recipients include counties, municipalities, school districts, universities, profit and non-profit entities, and certain procurement vendors.

In compliance with federal regulations and state policies and procedures, DCF requires *counties* to provide a Civil Rights Compliance Plan; this plan covers the child support program and other programs funded by or through the Department.

If services to applicants/recipients are provided by county contractors or subcontractors, such providers of service must also certify compliance with all civil rights laws, rules and regulations. A CRC Letter of Assurance must be submitted (see CRC plan guidelines for who may submit a letter of assurance) from each such provider of service with the contractor's original signature. Such agreements shall be made available upon request.

Information on CRC Plan requirements is available on the DCF website:  
<http://dcf.wisconsin.gov/civilrights/plans>

### 3.2 Monitoring Civil Rights Compliance

The DCF Civil Rights Compliance Office leads the overall CRC effort. Contact information is available here: <http://dcf.wisconsin.gov/civilrights/plans>

In accordance with federal and state regulations, DCF/DFES periodically conducts compliance reviews. Compliance monitoring may include on-site reviews of county departments. Review teams may conduct public contact interviews, staff interviews, caseload surveys and facility accessibility reviews, among other activities.

In addition, during child support agency on site monitoring visits, child support regional administrators review the CSA's adherence to Civil Rights Compliance requirements. The intent is to ensure that agencies provide equal opportunity, non-discrimination and language relevant services to the populations they serve. The areas of review include:

- CSA receipt of or access to the county's CRC Plan,
- CSA provision of translation services for Limited-English Proficient customers,
- Staff training on CRC requirements, and
- Compliance with the service-related provisions of the Americans with Disabilities Act

**Note:** CSAs are also required to post in conspicuous places, available for both employees and applicants for employment, notices to be provided by the division's Equal Opportunity Officer setting forth the provisions of a non-discrimination policy.

## TBE Participation Recommendation

### CONTACT INFORMATION

Contract Administrator: Je Taunne Richardson Phone: 278-3912 Date: November 7, 2018  
Email Address jetaunne.richardson@milwaukeecountywi.gov Dept: Child Support Services Grant \$\$: 100%  
Org No. 2432

### PROJECT INFORMATION

Project Name: Children First Project No.: 7340  
Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):  
The Children First vendor shall work with Child Support participants who are court ordered into the program. The vendor will provide case management services, job search assistance, work experience, training opportunities, and case documentation of activities for participants who are underemployed or unemployed. The goal is to provide the noncustodial parents with the ability to pay child support, thus fostering a better relationship with their children.

Contracting Opportunities (List NAICS codes): \_\_\_\_\_

### TYPE OF PROJECT

Contract Value: \$370,800.00 Contract Type: Choose an item.

### EXPLANATION

**Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.**

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. <sup>1</sup>Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. <sup>2</sup>Contract Extension/Amendment
- G. <sup>3</sup>Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. <sup>4</sup>Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other Contract is 100% pass-through from the State of Wisconsin

Department/Division Administrator

Name Jim Sullivan

Signature 

Date 11/7/18

### CBDP USE ONLY

Concur with Recommendation \_\_\_\_\_, or provide the following goals: \_\_\_\_\_%

This contract is exempt from a participation goal:  Yes  No

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**12/18/2018**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Northern Capital Insurance Gro Wayne Mann Agency P.O. Box 630 St. Germain, WI 54558-0630 David Goddard	<b>800-341-9991</b>	<b>CONTACT NAME:</b> Vonna Goddard <b>PHONE (A/C, No, Ext):</b> 800-341-9991 <b>FAX (A/C, No):</b> 414-266-9995 <b>E-MAIL ADDRESS:</b> vonnag@ncapins.com														
<b>INSURED</b> Center for Veterans Issues Ltd PO Box 080168 Milwaukee, WI 53208		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>Philadelphia Indemnity Ins Co</b></td> <td></td> </tr> <tr> <td>INSURER B : <b>Wesco Insurance Co</b></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Philadelphia Indemnity Ins Co</b>		INSURER B : <b>Wesco Insurance Co</b>		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Prof Liab \$1M/\$2M</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1823339	05/19/2018	05/19/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Professio</b> \$ <b>1,000,000</b>
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1823339	05/19/2018	05/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			PHUB630041	05/19/2018	05/19/2019	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3365875	07/31/2018	07/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
<b>A</b>	<b>Property Section</b>			PHPK1823339	05/19/2018	05/19/2019	
<b>A</b>	<b>Cyber Liability</b>			PHSD1404771	01/01/2019	01/01/2020	Cyber Lia <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Milwaukee County Dept of Administrative Services (DAS) ATIMA is additional insured under GL per CG2026 and auto per CA2048. 30 Day notice of cancellation endorsement applies. Waiver of subrogation applies to Workers Compensation email: Cheryl.Berry@milwaukeecounty.gov**

**CERTIFICATE HOLDER**

**CANCELLATION**

<p style="text-align: center;"><b>MILWCO2</b></p> <p><b>Milwaukee County Child Support Services</b>                  Room 101                  901 N 9th St                  Milwaukee, WI 53233</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
--	--



<b>CONTRACT FORM</b> 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Courthouse Room 301 Final: Accounts Payable, Courthouse Room 301 and Community Business Development Partners, City Campus - 8th Floor  Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								<b>CONTRACT TYPE</b>			
								Professional Service - Operating			
								Professional Service - Capital			
								Purchase of Service <span style="float: right;">X</span>			
Preliminary		X		Final							
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Child Support Services								243		2430	
<b>VENDOR INFORMATION</b>											
VENDOR NO.				ORDER TYPE		NEW or	AMEND	CONTRACT NO.			
96985						X					
NAME OF VENDOR						ADDRESS					
Center for Veteran Issues						315 Court St Milwaukee, WI 53212					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date	end date	(IN MONTHS)		CHANGE		AMOUNT			
		01/01/19	12/31/19	12 months				\$ 370,800.00			
<b>ACCOUNTING INFORMATION</b>											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2019	01	0001	243	2440			6148				\$ 370,800.00
<b>PURPOSE OF CONTRACT</b>											
2019 Purchase of Service Contract to assist non-custodial parents to obtain employment through the Children First program - Contractor shall serve up to 825 participants from a list of zip codes provided by the State; enroll participants; provide orientation, reports, a needs assessment, additional referrals, compliance summaries, and staffing at the Courthouse and community events; process status report and logs; administer drug screening; and document case management. Child Support Services estimates that it will pay the Contractor approximately \$370,800. However, the contract only indicates rates without guaranteeing a total amount.											
Was County Board approval received prior to contract execution or contract amendment or extension?  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px; width: 40px; text-align: center;">X</div> <div style="width: 60%;">                     If YES, give County Board File No. <u>pending 18-_____</u> Date Approved <u>Anticipated 12/13/2018</u> </div> </div> <div style="margin-top: 10px;"> <div style="border: 1px solid black; width: 40px; height: 15px; display: inline-block;"></div>                     If NO, why is County Board approval not required? _____                 </div>											
Was Contract <b>fully</b> executed prior to work being performed (all signatures received)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>											
Is Vendor a certified professional service DBE? <span style="float: right;"><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</span>											
Prepared By						Date			Title		
Signature of County Administrator						Date			Title		

**SCORE SHEET  
CHILDREN FIRST PROGRAM PROPOSAL**

DATE: \_\_\_\_\_

EVALUATOR'S NAME: \_\_\_\_\_

PROPOSER'S FIRM NAME: \_\_\_\_\_

**1. PLAN FOR CONTRACT EXECUTION – 50%.** The plan for contract execution will be judged on the Proposer's overall design of the project in response to achieving the services as defined in this RFP.

- a. Resources for creating employability plans and case management services.  
Quality rating \_\_\_\_\_ 20 max points = \_\_\_\_\_
- b. Ability to successfully engage participants in orientation and assessment.  
Quality rating \_\_\_\_\_ 15 max points = \_\_\_\_\_
- c. Capability to enroll and register participants into the Children First Plan.  
Quality rating \_\_\_\_\_ 5 max points = \_\_\_\_\_
- d. Ability to track and monitor Children First cases in the Client Assistance for Re-Employment and Economic Support system (CARES).  
Quality rating \_\_\_\_\_ 5 max points = \_\_\_\_\_
- e. Ability to work as a liaison between CSE, Courts and FCC.  
Quality rating \_\_\_\_\_ 5 max points = \_\_\_\_\_

TOTAL SCORE VALUE (50 POINTS MAXIMUM) \_\_\_\_\_

SUPPORTING COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. PRIOR EXPERIENCE – 25 Points.** The Proposer's experience will be judged on, but not limited to, the length, depth, and applicability of all prior work experience and job-training services in the public and private sectors. Any or all clients listed in the references submitted may be contacted.

- a. Previous experience providing job training, search, and job orientation services to the private or public sector.  
Quality rating \_\_\_\_\_ 10 max points = \_\_\_\_\_
- b. Previous work experience with Community based agencies or public entities.  
Quality rating \_\_\_\_\_ 10 max points = \_\_\_\_\_
- c. Previous experience with statistical reports and follow-up results of participants compliance with the program.  
Quality rating \_\_\_\_\_ 5 max points = \_\_\_\_\_

TOTAL SCORE VALUE (25 POINTS MAXIMUM) \_\_\_\_\_

SUPPORTING COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **PRICE** – 15 Points. The price will be evaluated on the Proposer’s fee per individual served, or activity provided.

a. Range of activities provided.

Quality rating \_\_\_\_\_ 8 max points = \_\_\_\_\_

b. Proposal for reimbursement of participants’ reasonable transportation costs.

Quality rating \_\_\_\_\_ 5 max points = \_\_\_\_\_

c. Cost of services.

Quality rating \_\_\_\_\_ 2 max points = \_\_\_\_\_

TOTAL SCORE VALUE (15 POINTS MAXIMUM) \_\_\_\_\_

SUPPORTING COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **COMMUNITY RESOURCES** – 10 Points. Ability to link to additional community resources and present program information during special events.

a. Ability to promote the Children First program.

Quality rating \_\_\_\_\_ 4 max points = \_\_\_\_\_

b. References.

Quality rating \_\_\_\_\_ 2 max points = \_\_\_\_\_

c. Ability to link the participant to other community resources.

Quality rating \_\_\_\_\_ 2 max points = \_\_\_\_\_

d. Ability to attend community-based events outside of regular business hours.

Quality rating \_\_\_\_\_ 2 max points = \_\_\_\_\_

TOTAL SCORE VALUE (10 POINTS MAXIMUM) \_\_\_\_\_

SUPPORTING COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Score Value</b>	
1. Plan for contract execution	_____
2. Prior experience	_____
3. Price	_____
4. Community Resources	_____
Total	_____

<b>CONTRACT FORM</b> 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Courthouse Room 301 Final: Accounts Payable, Courthouse Room 301 and Community Business Development Partners, City Campus - 8th Floor  Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								<b>CONTRACT TYPE</b>			
								Professional Service - Operating			
								Professional Service - Capital			
								Purchase of Service <input checked="" type="checkbox"/>			
Preliminary <input checked="" type="checkbox"/>				Final							
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Child Support Enforcement								243		2430	
<b>VENDOR INFORMATION</b>											
VENDOR NO.				ORDER TYPE		NEW or	AMEND	CONTRACT NO.			
96985						X					
NAME OF VENDOR						ADDRESS					
Center for Veterans Issues						315 Court Street					
						Milwaukee, WI 53212					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date	end date	(IN MONTHS)		CHANGE		AMOUNT			
		01/01/19	12/31/19	12						\$ 370,800.00	
<b>ACCOUNTING INFORMATION</b>											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2019	01	0001	243	2440			6148				\$ 370,800.00
	02										
<b>PURPOSE OF CONTRACT</b>											
2019 Purchase of Service Contract to assist non-custodial parents to obtain employment through the Children First program - Contractor shall serve up to 825 participants from a list of zip codes provided by the State; enroll participants, provide orientation, reports, a needs assessment, additional referrals, compliance summaries and staffing at the Courthouse and community events; process status report and logs; administer drug screening; and document case management. Child Support Services estimates that it will pay the Contractor approximately \$370,800. However, the contract only indicates rates without guaranteeing a total amount.											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input checked="" type="checkbox"/> If YES, give County Board File No. <u>pending 19-</u> Date Approved <u>Anticipated 02/07/2019</u>											
<input type="checkbox"/> If NO, why is County Board approval not required? _____											
Was Contract <b>fully</b> executed prior to work being performed (all signatures received)? <input type="checkbox"/> YES <input type="checkbox"/> NO											
Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input type="checkbox"/> NO											
Prepared By				Date		Title					
Signature of County Administrator				Date		Title					

## Certificate Of Completion

Envelope Id: 9F683A8677404054A8AF754D1B2465E2

Status: Sent

Subject: Please DocuSign: Children First Contract Between CSS and CVI

Source Envelope:

Document Pages: 68

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Cheryl Berry

AutoNav: Enabled

633 W. Wisconsin Ave.

Enveloped Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

cheryl.berry@milwaukeecountywi.gov

IP Address: 204.194.251.3

## Record Tracking

Status: Original

Holder: Cheryl Berry

Location: DocuSign

12/18/2018 10:31:58 AM

cheryl.berry@milwaukeecountywi.gov

## Signer Events

Charlotte Cannon-Sain

charlotte.cannon-sain@cvivet.org

Interim President & CEO

Center for Veterans Issues, Ltd

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
*Charlotte Cannon-Sain*  
B816B62DE88C4CF...

Signature Adoption: Pre-selected Style  
Using IP Address: 98.103.128.242

## Timestamp

Sent: 12/18/2018 10:58:10 AM

Viewed: 12/18/2018 11:47:03 AM

Signed: 12/18/2018 11:49:59 AM

### Electronic Record and Signature Disclosure:

Accepted: 10/11/2018 10:12:31 AM

ID: d209a945-6c0a-47e7-a86a-d85753b6b6a1

Jim Sullivan

james.sullivan@milwaukeecountywi.gov

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Jim Sullivan*  
6D4FD66843BE4E0...

Signature Adoption: Pre-selected Style  
Using IP Address: 204.194.251.3

Sent: 12/18/2018 11:50:01 AM

Viewed: 12/18/2018 3:56:45 PM

Signed: 12/18/2018 3:57:55 PM

### Electronic Record and Signature Disclosure:

Accepted: 12/18/2018 3:56:45 PM

ID: c81b6cb9-e2ee-4adf-9a0d-cd36800e1d25

Community Business Development Partners

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Rick Norris*  
AD4C84D4023E450...

Signature Adoption: Drawn on Device  
Using IP Address: 204.194.251.3

Sent: 12/18/2018 3:57:58 PM

Viewed: 12/19/2018 6:56:05 AM

Signed: 12/19/2018 6:56:19 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Manske - Comptroller

comptrollersignature@milwaukeecountywi.gov

Comptroller

Milwaukee County

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Scott Manske*  
F2FF9C00D50848B...

Signature Adoption: Uploaded Signature Image  
Using IP Address: 204.194.251.3

Sent: 12/18/2018 3:57:58 PM

Viewed: 12/19/2018 9:21:51 AM

Signed: 12/19/2018 11:26:41 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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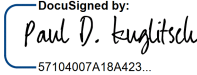
Paul Schwegel  
 Paul.Schwegel@milwaukeecountywi.gov  
 Loss Control Manager  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 480D50B2E68949A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 204.194.251.3

Sent: 12/18/2018 3:57:58 PM  
 Viewed: 12/19/2018 10:54:06 AM  
 Signed: 12/19/2018 10:54:32 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Paul D. Kuglitsch  
 CorpCounselSignature@milwaukeecountywi.gov  
 Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 57104007A18A423...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.209.114.9

Sent: 12/19/2018 11:26:44 AM  
 Viewed: 12/19/2018 2:57:28 PM  
 Signed: 12/19/2018 2:57:41 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Cheryl Berry  
 cheryl.berry@milwaukeecountywi.gov  
 Executive Assistant - Child Support  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)

Sent: 12/19/2018 2:57:43 PM  
 Viewed: 12/19/2018 3:00:40 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Chris Abele, County Executive  
 CEXSignature@milwaukeecountywi.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Corporation Counsel  
 CorpCounselSignature@milwaukeecountywi.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/19/2018 2:57:44 PM
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**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**



You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Wisconsin Milwaukee County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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