

PURCHASE OF SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Services, Room 101, 901 N. 10th Street, Milwaukee WI 53233 (County) and Ross Innovative Employment Solutions (W-2 Agency), 6550 N. 76th Street, Milwaukee WI 53223, is entered into on February 28, 2013.

1. SCOPE OF SERVICES

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

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

2. COMPENSATION

W-2 Agency shall reimburse County for the costs of said employee as follows: \$18,750.00 for the period of January 1, 2013, through December 31, 2013.

W-2 Agency shall make available for the use of the County employee the following:

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

County shall provide the County employee with the following:

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

3. DATES OF PERFORMANCE

This Contract is for the period of January 1, 2013, through December 31, 2013, unless extended by agreement of the parties.

4. CONFIDENTIALITY AND PROTECTION OF CASE INFORMATION AND KIDS DATA AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE

W-2 Agency agrees to protect the confidentiality of Kids' Information Data System (KIDS) information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program under Wis. Stat. § 49.22 (2m), and shall not be used for any other purposes. Any person violating this section may be fined pursuant to Wis. Stat. § 49.83.

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. Said policy is found in the Division of Family Supports (DFS) Security Manual, Appendices 4, 5 and 6, which can be accessed on the DFS Workweb at <http://workweb.dwd.state.wi.us/dfs/manuals/security/pdf.cover.pdf>.

5. CONTRACT TERMINATION

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

6. CONTRACT RENEGOTIATION

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

7. INDEPENDENT W-2 AGENCY

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

8. ASSIGNMENT LIMITATIONS

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

the prior written consent of the other. Any attempted assignment without such written consent shall be null and void.

9. SEVERABILITY

In case any provision of this Contract shall be found invalid, illegal or unenforceable, such provision shall be severed from this Contract. The validity, legality and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.

10. APPLICABLE LAW AND RESOLUTION OF DISPUTES

This Contract shall be subject to and in accordance with the laws of the State of Wisconsin. W-2 Agency may appeal any decision of County in accordance with Wis. Stat. § 46.036 (7).

11. PROHIBITED PRACTICES

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Services or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support 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 W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Services.

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

12. INDEMNITY

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

13. NOTICES

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

14. CONTRACT CONTENT

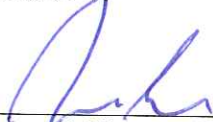
This document constitutes the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts, each of which shall be deemed as original.

15. APPROVAL

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

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


COUNTY:



James Sullivan, Director
Milwaukee County Department of
Child Support Services

DATE: 2/28/13

W-2 AGENCY:



Ross Innovative Employment Solutions

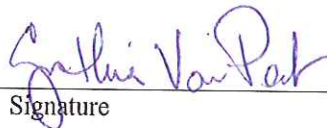
DATE: 1-2-13

Approved as to form & independent contractor
status by Milwaukee County Corporation
Counsel on 2/27/2013
Date



Signature

Approved as to insurance requirements by
Milwaukee County Risk Management on
2/26/13
Date



Signature