## MILWAUKEE COUNTY NEW PATHWAYS FOR FAMILIES AND FATHERS (MNPFF) PROJECT SERVICES CONTRACT

For the project period September 30, 2015 through September 29, 2020

#### I. PREAMBLE

WHEREAS, this Contract constitutes a binding agreement between the Milwaukee County Department of Child Support Services (CSS), (hereinafter "County"), a Wisconsin Municipal Body Corporation, represented by Jim Sullivan, Director, and the following cooperating, key grant partners listed below (hereinafter "Contractor" or "Contractors") to provide services and achieve objectives contingent on the annual renewal of The Office of Family Assistance Award No. 90FK0093-01-00, (hereinafter "award" or "grant") a discretionary grant by the United States Department of Health and Human Services Administration for Children and Families (ACF).

## Contractors' Authorized Representatives:

- A) Sharon Robinson, Director, City of Milwaukee Department of Administration, Milwaukee Fatherhood Initiative, 200 East Wells Street, Room 606, Milwaukee, WI 53202
- B) Lupe Martinez, President and CEO, United Migrant Opportunity Services (UMOS), 2701 South Chase Avenue, Milwaukee, WI 53207
- C) Andi Elliot, President and CEO, Community Advocates, Inc. (CA), 728 North James Lovell Street, Milwaukee, W1 53233
- D) Terri Strodthoff, Executive Director, The Alma Center, 2821 North 4<sup>th</sup> Street, Milwaukee, WI 53212
- E) Albert Holmes, President, My Father's House, Inc. (MFH), 4900 West Fond du Lac Avenue, Milwaukee, WI 53216
- F) Angela Turner, President and CEO, AMTC and Associates, 4759 North Cumberland Boulevard, Whitefish Bay, WI 53211
- G) Carl Wesley, President and CEO, Center for Self-Sufficiency (CFSS), 4465 North Oakland Avenue, Suite 200, Milwaukee, WI 53211
- H) Angela Robbins, Executive Director, Compel Milwaukee, 7161 North Port Washington Road, Suite 1A, Milwaukee, WI 53217
- 1) Carol Keintz, Executive Director, Next Door Foundation (NDF), 2545 North 29<sup>th</sup> Street, Milwaukee, WI 53210
- J) Mark Kessenich, President and CEO, Wisconsin Regional Training Partnership, 3841 West Wisconsin Avenue, Milwaukee, WI 53208
- K) McArthur Weddle, President and CEO, Northcott Neighborhood House, 2460 North 6<sup>th</sup> Street, Milwaukee, WI 53212
- L) Holly Patzer, Executive Director, Wisconsin Community Services, Inc. (WCS)
- 3732 West Wisconsin Avenue, Suite 200, Milwaukee, WI 53208
- M) Heather Ramirez, Executive Director, Centro Legal, 614 West National Avenue, Floor 2, Milwaukee, WI 53204
- (N) Earl Buford, President and CEO, Milwaukee Area Workforce Investment Board, 2338 North 27th Street, Milwaukee, WI 53210
- (O) George P. Hinton, CEO, Social Development Commission, 4041 North Richards Street, Milwaukee, WI 53212

(P) Ronald Fleischmann, Associate Director of Pre-Award Services, Office of Sponsored Programs, Office of Research, University of Wisconsin-Milwaukee, Mitchell Hall 273, 3203 North Downer Avenue, Milwaukee, WI 53211-3153

#### II. INTRODUCTION

The Milwaukee County Department of Child Support Services (CSS) received a grant from the federal office of the Administration of Children and Families (ACF) to fund the Milwaukee New Pathways for Families and Fathers (hereinafter "MNPFF") project for five (5) federal fiscal years, between 2015-2020. The goal of the project is to develop and implement a comprehensive approach to promoting responsible fatherhood to foster economic stability, responsible parenting, and healthy marriage.

CSS is taking the lead on behalf of an established network of experienced organizations located within the community of the MNPFF target population, to promote responsible fatherhood in the City and County of Milwaukee. This multifaceted strategy includes services designed to strengthen positive father-child engagement, improve employment and economic mobility opportunities, foster responsible parenting, and improve couple, co-parenting, marriage, and relationship skills. This Contract contains the level of involvement, responsibilities, resource commitment, and agreements amongst CSS and each individual organization as Contractors separate from each other and CSS, yet working in harmony to provide services and achieve the objectives intended by this project. All parties to this agreement commit to using grant and leveraged resources to help parents (particularly low-come fathers between the ages of 16-24) residing in Milwaukee County and meeting all ACF eligibility criteria. All sections of this Contract apply to each individual Contractor unless specified within individual subsections.

This Contract is for the MNPFF project's five budget periods between September 30, 2015 and September 29, 2020, (hereinafter a 12-month budget period is referred to as a "grant year") subject to further extension beyond this period, and contingent on the renewal of the award to the County.

#### III. SCOPE OF SERVICES

CSS will serve as the applicant, administrative agency and fiscal agent for the MNPFF project. CSS will oversee the project-wide objective of serving 4,062 low-income fathers over the course of the 5-year grant. CSS will oversee the implementation of all activities, outputs, objectives and outcomes. In addition to providing project oversight, CSS will deliver a range of child support services to noncustodial fathers enrolled in MNPFF. CSS will oversee a total project budget of \$2,000,000 annually (\$10,000,000 over the course of the 5-year grant,) and will provide project administration.

CSS and all Contractors commit to adhere to all grant award No. 90FK0093-01-00 requirements. All Contractors commit to providing these services over the 5-year term of this grant. Contractors ensure that participation by participants is voluntary, and participants will be informed that the program is voluntary verbally and in writing as part of the enrollment process.

Contractors commit not to use grant funds for any purposes other than the activities specified in the authorizing legislation described in the grant award notice. Contractors commit not to use grant funds for any unallowable activity including but not limited to an abstinence education program. Contractors shall not provide services to participants on a fee-for-service basis and shall not use grant award funds to subsidize housing, provide housing vouchers, or rental assistance. Contractors commit to document, store, and report on MNPFF project performance using the full set of uniform measures to be provided by ACF, and will conduct a local evaluation as described in the CSS application for the grant award submitted in 2015. Contractors will accept and fully participate in all aspects of the federal evaluation if selected, and adhere to all evaluation protocols established by ACF and conducted by its designee contractors. Contractors understand that the federal government may incorporate the local evaluation into the federal evaluation, the federal government may waive the local evaluation requirement, or the local evaluation may continue in parallel to the federal evaluations. All Contractors agree to comply with the federal evaluation award condition. Contractors ensure that any award of federal funds under this grant award will not supplant other federal, state, or local funds, which otherwise have been made available. The ACF funds will be used to supplement current funding available to Contractors, not supplant it. Activities to be funded by the ACF grant must be offered in addition to, not in place of, activities funded by other sources. CSS will monitor for compliance through annual review of Contractors' financial records.

Each of the Contractors (hereinafter also "Contractor", "full implementation partners," and/or "key grant partners") agree to enroll and administer a needs assessment to fathers who meet ACF and project eligibility criteria, and assign a case manager to each participant who will: (a) develop an integrated services plan for each participant; (b) identify community resources and supportive services necessary for achieving the objectives of the service plan; (c) provide coaching, as necessary, to help the father achieve his goals; (d) coordinate service provision among all participant-involved systems and providers, and assure integration of all program components; and (e) monitor progress on service plan objectives.

Each Contractor shall provide an Integrated Responsible Fatherhood Program (hereinafter "IRFP") using an integrated cohort program model that covers and integrates each of the Responsible Fatherhood (RF) activity areas: (1) responsible parenting, (2) economic stability, (3) healthy marriage, and agree to obtain and maintain data in the Management Information System (MIS) developed by ACF to comply with the requirement of performance measure data collection in the nFORM system. Contractors agree to invite and assist the participant to complete pre- and post-tests via an audio-computer assisted self-interview (ACASI) on an enabled online survey on a computer or a specified tablet that will link to the nFORM system.

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

A. <u>Milwaukee Fatherhood Initiative (hereinafter MFI)</u>: The following subsection applies to MFI.

MFI agrees to deliver an integrated responsible fatherhood program to 340 low-income fathers over the course of the 5-year grant; 20 in Year 1 (post-planning period) and 80 for each of Years 2-5 of which approximately 80% will be incarcerated fathers returning to Milwaukee upon release, and 20% other low-income fathers through such sources as the Compete Milwaukee Transitional Jobs program, which includes 18-21 year-old fathers who are aging out of foster care.

## B. <u>United Migrant Opportunity Services (UMOS)</u>: The following subsection applies to UMOS.

UMOS will serve as the central access point for project services on Milwaukee's near South side for 298 low-income fathers who seek workforce development services through its Comprehensive American Job Center over the course of the 5-year grant; 18 in Year 1 (post-planning period) and 70 for each of Years 2-5, of which approximately 14 will be younger fathers ages 16-24, and 56 who will be other low income fathers over the age of 24. In addition, UMOS will provide, to all eligible project participants, as and if indicated by a participant's integrated services plan, and on condition of available funding for leveraged resources such as Workforce Investment Act (WIA)/ Wisconsin Innovation and Opportunity Act (WOIA) individual training accounts, W2 Temporary Assistance to Needy Families (TANF) services (income support, employment services, child care, transportation, and emergency assistance; occupational skills training; Children First, Transform Milwaukee Jobs (transitional jobs), Adult Basic Education (GED), and domestic violence services through its Latina Resource Center. In addition, UMOS will use its job placement resources, as available and appropriate, to place participants in jobs.

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

CA agrees to serve as the central access point for project services in midtown Milwaukee; and will deliver an integrated responsible fatherhood program to 532 low-income fathers over the course of the 5-year grant; 32 in Year 1 (post-planning period) and 125 for each of Years 2-5), of which an estimated 25 will be younger fathers ages 16-24, and 100 who will be other low-income fathers over the age of 24. CA will facilitate one integrated responsible fatherhood program each year onsite at the Wisconsin Regional Training Partnership (WRTP) to a cohort enrolled in a construction and/or manufacturing sector-based pre-apprenticeship program operated by WRTP. In addition, eligible participants will have access to leveraged resources of CA support services, on condition of availability and assessed need, including 10 units of permanent supportive housing, protective payee services, rental assistance, energy assistance program, telephone and utilities services assistance programs; domestic violence services and shelter; batterers program; behavioral health services; and pre-trial services.

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

The Alma Center specializes in working with men to provide trauma-informed healing, education, supportive services and a positive peer community promoting lifestyle transformation for participants who have been perpetrators of violence, abuse and control

in their intimate and family relationships. Alma will provide staff training that will focus on how to screen for adverse childhood experiences and adult trauma symptoms and how to refer to community resources (not ACF-funded). As needed, The Alma Center will offer presentations on childhood trauma, adult trauma symptoms (core wounds) and strategies and services to improve their coping mechanisms to avoid destructive behaviors. The Alma Center will also provide trainings for MNPFF project and partner staff on the administration of trauma screening tools that can be used with men and women who are either victims of domestic violence or perpetrators. These screening tools include: the Adverse Childhood Experiences Survey and the Inventory of Altered Self Capacities (Briere 2002). The Alma Center, based on need, may facilitate ongoing trainings for staff and participants in the areas of trauma identification/awareness, trauma resolution, emotional wellness and domestic violence. The Alma Center will also refer participants to partner Contractors from the intake unit that the Alma Center operates for Milwaukee County's Domestic Violence Court. The Alma Center will accept MNPFF referrals to their domestic violence programs for men.

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

MFI will serve as the central access point for project services in Northwest Milwaukee, and deliver an integrated responsible fatherhood program to 1,403 low-income fathers over the course of the 5-year grant; 83 in Year 1 (post-planning period) and an average of 330 for each of Years 2-5, of which approximately 50% will be younger fathers (ages 16-24), 30% incarcerated fathers returning to Milwaukee, and 20% other low-income fathers older than 24. MFH will also serve as the site of the Impact Local Evaluation, for which, in addition to the responsibilities of the full implementation partners outlined in the above introduction, it will assist the University of Wisconsin-Milwaukee, and an ACF contractor if Milwaukee is selected to participate in a federal evaluation, in tracking and locating participants during the 12-month follow-up period to the MNPFF project.

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

AMTC will provide the MNPFF program performance evaluation, and will work in partnership with the University of Wisconsin-Milwaukee to provide the MNPFF funded activities evaluation. AMTC will specify the 2015-2020 performance measurement and program fidelity system and oversee its implementation; including reviewing survey implementation results, providing analysis of staff focus group feedback, and overseeing tasks outlined on CSS' MNPFF program performance measurement tracker are completed. AMTC will maintain and develop system and tools to monitor program activities and staff, modify existing and develop new performance measurement tools as needed, (e.g. policies and procedures, educator observation schedule/procedures and training, forms and methods for addressing results with educators, fiscal processing and reporting forms, participant satisfaction survey, and educator and case manager surveys). In addition, AMTC will assist CSS in monitoring program activities and educators/case managers, increase effectiveness in job and career advancement and fatherhood curriculum activities, improve recruitment, selection,

training and retention of quality staff and address non-compliance issues of partners. These tools will measure effectiveness and fidelity.

AMTC and Associates will work with CSS to plan annual curriculum, and performance measurement, including nFORM training for new staff and other Contractors. AMTC will create all materials and tools for training and provide follow-up one-on-one assistance and support. AMTC will maintain communication with authors, liaisons, and publishers of evidence-based curricula approved for use in the project, such as Fatherhood Development Curriculum; 24/7 Dad, InsideOut Dad and Dr. Dad Curricula; p.a.p.a. curriculum; and the National Fatherhood Institute liaison.

AMTC and Associates will provide ongoing technical assistance to help CSS and full implementation partners, analyze and report on participant-level demographic data and performance measures identified by the federal Office of Family Assistance (OFA). The nFORM system allows CSS to: (a) measure, analyze, monitor and report on all outputs, objectives and outcomes identified in the Logic Model in the MNPFF grant application; (b) serve as the mechanism by which all case management activities are monitored and modified; (c) document program activities starting at intake, progressing through education, training, case management, employment, retention & support services; and (d) monitor fidelity to the project and curricula, inform the CSS project director regarding performance, and provide adherence information and advice to Contractors delivering services. AMTC will provide ongoing group and individual performance monitoring and technical assistance through conducting site visits and observations. Additionally, AMTC designee(s) will attend OFA required conferences and other recommended sessions related to fatherhood to learn about national best practices as recommended by OFA and CSS. AMTC will perform weekly data audits, produce educator, manager/funder output and outcome reports monthly. AMTC will provide Qualitative Performance Measurement Systems, including conducting focus groups involving MNPFF participants and one-onone interviews with participants to measure MNPFF participants' successes in achieving economic stability and overall participant satisfaction. AMTC will provide Logic Model Outcome measurement, and ensure implementation of ACF measures, revising and processing pre- and post-attitudinal surveys. AMTC will oversee complete performance measurement analysis by December 30, 2020, summarizing important results and recommendations. AMTC will support the University of Wisconsin-Milwaukee in the design and implementation of the funded activities evaluation/impact evaluation in the form of a randomized clinical trial, and provide the contracted field researcher to support the daily activities of the impact evaluation. CSS will collaborate with AMTC to add a Performance Measurement Analyst (PMA) position, to be responsible for daily oversight of performance measurement systems. External evaluator AMTC is contracted to provide staff training of the PMA and overall oversight for these systems to report to the CSS Program Director/CSS MNPFF project director.

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

CFSS will deliver an integrated responsible fatherhood program to 532 low-income fathers over the course of the 5-year grant; 32 in Year 1 (post-planning period) and 125 for each of Years 2-5, of which approximately 50 will be younger incarcerated fathers (ages 16-24) returning to Milwaukee, 50 incarcerated fathers over age 24 returning to Milwaukee, and 25 other low-income fathers older than age 24.

H. <u>Compel Milwaukee</u>, the following subsection applies to Compel Milwaukee (hereinafter CM).

Compel will deliver an integrated responsible fatherhood program to 532 incarcerated low-income fathers over the course of the 5-year grant; 32 in Year 1 (post-planning period) and 125 for each of Years 2-5.

I. Next Door Foundation (hereinafter NDF), the following subsection applies to NDF.

NDF will deliver an integrated responsible fatherhood program to 425 low-income fathers over the course of the 5-year grant; 25 in Year 1 (post-planning period) and 100 for each of Years 2-5, of which approximately 15 will be younger fathers ages 16-24, and 85 who will be other low-income fathers over the age of 24. NDF will facilitate an integrated responsible fatherhood program each year onsite at the Northcott Neighborhood House to a cohort enrolled in a construction sector-based preapprenticeship program operated by Northcott Neighborhood House.

J. <u>Wisconsin Regional Training Partnership</u> (hereinafter WRTP), the following subsection applies to WRTP.

WRTP will partner with Milwaukee County and Community Advocates to identify appropriate MNPFF participants for enrollment into sector-based preemployment training and apprenticeship readiness connected to employment opportunities and placement of up to 25 individuals per year in manufacturing and construction jobs with a pay range of \$12-\$26 per hour. In addition, WRTP will host an integrated responsible fatherhood program delivered by Community Advocates for fathers receiving the grant-funded WRTP services. WRTP to track retention accordingly and document credentials attained for each participant.

K. Northcott Neighborhood House (hereinafter NNH), the following subsection applies to NNH.

NNH will provide sector-based training in the area of construction and home rehabilitation for 25 participants per year and will assist in placing all 25 participants into full-time employment, preferably in the construction industry, half (13) of who will be retained in their jobs for at least 90 days. Northcott is to track retention accordingly and document credentials attained for each participant. Additionally, NNH will host an integrated responsible fatherhood program delivered by Next Door Foundation for fathers receiving the grant-funded NNH services.

L. Wisconsin Community Services (hereinafter WCS), the following subsection applies to WCS.

WCS is a source provider of driver's license recovery services in Milwaukee, and will provide the following services:

- 1. Assess the license status of project participants; and
- Provide driver's license recovery services, in order to enhance project participants' value to employers.

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

CL will provide legal support services (as allowable under ACF regulations) to individual participants based on assessed need including providing information about:

- 1. Family law issues such as child custody and placement, child support, divorce, spousal support, and restraining orders;
- 2. Family court processes and procedures;
- 3. Resources available at the courthouse and guidelines for navigating the courthouse.

CL will also provide referrals for additional legal help outside the permitted scope of ACF funding. If the individual is eligible for such services funded by leveraged CL sources, CL will provide them. In addition, CL will provide Family Law 101 classes within the integrated programs of all Contractors. The class will cover such topics as (1) divorce, spousal support, and restraining orders; (2) family court processes/procedures; (3) explanation of court documents; (4) expectations of judges, court commissioners, and guardian ad litem; (5) types of remedies available (and not available) through litigation; (6) common myths and misconceptions; and (7) advice for avoiding future legal problems.

## N. <u>Milwaukee Area Workforce Investment Board (hereinafter MAWIB)</u>, the following subsection applies to MAWIB.

MAWIB is the largest workforce development board in Wisconsin. MAWIB has recently implemented a business-driven model for regional workforce development that is based on a "demand and supply" approach which identifies and connects employers' real-time hiring needs with effective systems and partners to screen, match, and secure workers for these positions. Consistent with this approach, MAWIB will designate a MNPFF Career Path Coordinator (CPC) and a Business Services Coordinator (BSC) to provide support and technical assistance to the team of Case Managers within the MNPFF network of service providers. Those services will include:

- 1. Quarterly sessions that empower participants to effectively and efficiently leverage workforce development services and resources;
- 2. A dedicated point of contact to assist Case Managers with navigating the local workforce development system on behalf of their clients;
- Connecting (whenever possible) Case Managers with training programs and providers that can assist participants to gain the skills and competencies necessary to gain career-track employment; and
- 4. Intentionally connecting Case Managers and their clientele with employment opportunities as they become available through the MAWIB's Industry Advisory Boards and Coordinating Council structures.

As a result of these efforts, MAWIB will reach 120 fathers annually through its *Workforce System 101* workshop, assist in referring 150 eligible fathers annually to the Wisconsin Department of Children and Families (DCF) transitional jobs program, and leverage \$100,000 in Wisconsin Innovation and Opportunity Act (WIOA) training dollars over the 5-year grant to assist fathers with accessing the training resources they need to be ready for career-path employment. MAWIB will leverage Workforce Investment Act/WIOA resources to provide, through MAWIB's two Comprehensive American Job Centers, training that leads to industry-recognized credentials and workforce activities that lead to employment.

O. <u>Social Development Commission (hereinafter SDC)</u>, the following subsection applies to SDC.

SDC will offer an array of education and training programs to include:

- 1. GED training: SDC is a Pearson Vue, State certified testing center for both GED and HSED.
- 2. Competency Based Diploma Program / DPI-5.09: Designed for adult learners who have difficulty with traditional training and testing methodologies. Program leads to HSED.
- 3. Skills Enhancement: SDC offers the Skills Enhancement Program for adults who work at least 20 hours per week and are looking to gain a certification or license which will lead to improved employment resulting in salary and benefit gains. GED and HSED graduates are encouraged to participate in this program if they meet the enrollment criteria once they obtain their diploma.
- 4. Career Enhancement and Employment Services provides young adults and youth with access to resources and training that provides them with credentials, marketable skills, soft skills training and hands-on work experiences, with the ultimate goal of becoming self-sufficient through full-time employment. Programs focus on employment readiness, job placement, and on-the-job training.
- 5. Assessments and Diagnostic Testing, SDC education and training assessments include:
  - a. Test for Adult Basic Education (TABE) to determine basic skills. The results of this exam allow staff and students to generate an individual service plan.
  - b. The Career Locker (formally known as WisCareer) tool is used to determine career interests.
  - Accuplacer, diagnostic tests further facilitate career pathways that expose students to short term training programs, and entrance to degree programs offered at the Milwaukee Area Technical College (MATC).
- 6. Volunteer Income Tax Assistance (VITA): The Milwaukee Asset Building Coalition (MABC), which is headed by SDC, is a community-based partnership consisting of financial, community, health, education, and government entities that support Milwaukee residents as they strive to achieve financial independence. The SDC VITA program provides free services to

- assist clients with both federal and state income tax preparation with an emphasis on tax credits.
- 7. Financial Capability combines financial education, one-on-one coaching, and access to financial products to provide participants with the knowledge they need to better manage their income, spending, saving, and credit.

## P. <u>University of Wisconsin Consulting Office for Research and Evaluation (hereinafter "UWM")</u>: The following subsection applies to UWM.

UWM will provide a funded activities evaluation/impact evaluation in the form of a randomized clinical trial. The principle investigator will be the Associate Dean of Research and Engaged Scholarship and Director of the Consulting Office for Research and Evaluation (CORE) in the School of Education. The impact local evaluation will include random assignment of project participants to a treatment or control group, with the latter receiving services substantially different than the MNPFF Integrated Cohort Program. UWM will also conduct an implementation study to document the control group program. During the 9-month planning period, UWM will; (1) work with ACF and AMTC to refine, improve, develop, or select assessments; (2) pilot (if possible) and make necessary changes to the evaluation design/method; (3) submit a final evaluation design and budget to ACF; (4) maintain their federal-wide assurance and submit their research projects to an Institutional Review Board for approval. After the impact local evaluation plan approval by ACF, UWM will work with AMTC and CSS to implement the impact local evaluation throughout the 5-year grant period. At the end of the evaluation, UWM will prepare for CSS submittal: (a) final reports; and (b) de-identified datasets according to standards that ACF will distribute.

Each Contractor shall comply with all Federal, State and local laws and regulations and each shall maintain in good standing all licenses, permits and certifications relating to services referred to herein. Grant is subject to the requirements set forth in 45 C.F.R. § 87 and 45 C.F.R. § 75.215.

The County retains the right to rescind all rights to equipment purchased through this Contract if the Contract or federal funding is terminated prior to September 29, 2020 or, if the equipment is not utilized for the exclusive purpose of providing services described in subsections A-P above.

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

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

Each Contractor shall complete 50% of the services and objectives agreed to by each Contractor as described above, and deliver 50% of the services outlined to half of the total

participants agreed to by April 30<sup>th</sup> of the grant year, with the remaining services and objectives to be completed by September 29<sup>th</sup> of the grant year, and any subsequent grant years if federal funding is extended beyond 2020. CSS will review the status of all activities and objectives detailed in this contract in June of the grant year and any subsequent grant years; failure to comply with any of the activities, services, and objectives outlined in this Contract may result in a contract reduction unless deemed unnecessary by CSS. CSS reserves the right to stop services provided by any of the Contractors herein, if Contractors or their subcontractors are not complying with Federal, State, or local laws and/or not performing or complying with any of the activities, services, and objectives outlined in this Contract.

## IV. COMPENSATION

Each of the Contractors agree to provide the services detailed in their respective subsections of Section III, subsections A-P above, and will be compensated for work performed as follows in subsections A-P of this Section as listed below, provided that each Contractor complies with all performance and reporting requirements. The total compensation to each of the Contractors for services performed/rendered under this Contract shall not exceed the amounts listed in each subsection A-P below. Compensation is contingent on the annual renewal of Financial Assistance Award No. 90FK0093-01-00, a discretionary grant by the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services to CSS.

- A. <u>Milwaukee Fatherhood Initiative</u>: MFI shall deliver services to the planned number of participants as described in Section III, subsection A, with compensation up to \$75,000 per year in grant funds.
- B. <u>UMOS</u>: UMOS shall deliver services to the planned number of participants as described in Section III, subsection B, with compensation up to \$85,000 per year in grant funds.
- C. <u>Community Advocates</u>: CA shall deliver services to the planned number of participants described in Section III, subsection C, with compensation up to \$125,000 per year in grant funds.
- D. <u>The Alma Center</u>: The Alma Center shall deliver services as described in Section III, subsection D, with compensation up to \$10,000 per year in grant funds.
- E. My Father's House, Inc.: MFH shall deliver services to the planned number of participants described in Section III, subsection E, with compensation up to \$380,000 per year in grant funds.
- F. AMTC and Associates: AMTC shall deliver services as described in Section III, subsection F, with compensation up to \$213,636 in Year; \$223,750 in Years 2, 3, and 4 each; and up to \$206,875 in Year 5 in grant funds.
- G. <u>Center for Self-Sufficiency</u>: CFSS shall deliver services to the planned number of participants described in Section III, subsection G, with compensation up to \$100,000 per year in grant funds.
- H. <u>Compel Milwaukee</u>: CM shall deliver services to the planned number of participants described in Section III, subsection H, with compensation up to \$125,000 per year in grant funds.
- I. <u>Next Door Foundation:</u> NDF shall deliver services to the planned number of participants described in Section III, subsection I, with compensation up to \$100,000 per year in grant funds.
- J. <u>Wisconsin Regional Training Partnership:</u> WRTP shall deliver services to the planned number of participants described in Section III, subsection J, with compensation up to \$25,000 per year in grant funds.
- K. <u>Northcott Neighborhood House</u>: NNH shall deliver services to the planned number of participants described in Section III, subsection K, with compensation up to \$25,000 per year in grant funds.

- L. <u>Wisconsin Community Services</u>: WCS shall deliver services to the planned number of participants described in Section III, subsection L, with compensation up to \$25,000 per year in grant funds.
- M. <u>Centro Legal</u>: Centro Legal shall deliver services to the planned number of participants described in Section III, subsection M, with compensation up to \$50,000 per year in grant funds.
- N. <u>Milwaukee Area Workforce Investment Board</u>: MAWIB shall deliver services to the planned number of participants described in Section III, subsection N, with compensation up to \$92,138 per year in grant funds.
- O. <u>Social Development Commission</u>: SDC shall deliver services to the planned number of participants described in Section III, subsection O, with compensation up to \$25,000 per year in grant funds.
- P. <u>University of Wisconsin Consulting Office for Research and Evaluation:</u> UWM shall deliver services as described in Section III, subsection P, with compensation up to \$96,364 in Year 1; \$86,250 in Years 2, 3, and 4 each; and up to \$103,125 in Year 5 in grant funds.

Expenditures must coincide with the line item dollar amounts indicated in the estimated 12-month budget for each of the Contractors as outlined in the *Milwaukee Department of Child Support Services New Pathways for Fathers and Families Budget Detail with Narrative Description* referenced as Exhibit B, attached and incorporated herein. Actual expenses may not vary by more than 5% of the budgeted line item.

#### V. BILLING

Each Contractor shall have electronic mail access and the ability to submit electronic, Internet-based on-line invoices to Milwaukee County. Each Contractor must submit to the County in the form and format approved by the County, an invoice for the purchased services furnished to eligible recipients during the preceding month and all required documentation no later than the 10th calendar day following the end of the reported month, it being understood that such invoice may be subject to audit by County before and/or after payment is made. As a matter of practice, the County attempts to pay invoices in 30 calendar days of invoice approval.

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

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

Payment by County of a Contractors' invoice does not absolve any of the Contractors from a final accounting and settlement upon submission and review of Contractors' annual audit,

or from audit recoveries arising from an on-site audit of Contractors' case records or other documentation in support of services billed. Invoice/reimbursement requests received twenty (20) days after the termination of this Contract will not be considered for payment by County.

## VI. WITHOLDING OF PAYMENTS

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

### VII. CONTRACT RENEGOTIATION

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

#### VIII, CONTRACT TERMINATION

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

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

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

such reduction in reimbursement or payment to the County shall be sufficient basis for the County to reduce the amounts to be paid to the individual Contractors, notwithstanding that the Contractors may have provided the service.

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

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

#### IX. CONTRACT CONTENT AND SUBCONTRACTS

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

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

#### X. <u>INDEPENDANT CONTRACTORS</u>

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

#### XI. ASSIGNMENT LIMITATION

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

## XII. REPORTS, AUDIT, AND INSPECTION OF RECORDS

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

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

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

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

#### A. Audit Requirements for Funding Source

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

- 1. Financial Statement for the entire organization:
  - a. Comparative Balance Sheet for Total Agency,

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

## 2. Auditors Reports:

- a. Report on the financial position, results of operations and changes in the financial position of the entire agency;
- b. Report on compliance including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of the contract:
- c. Report on Evaluation of Internal Accounting Controls. A copy of any management letter issued in conjunction with the audit shall be provided to CSS;
- d. Findings of non-compliance;
- e. Schedule of questioned costs and potential amount of repayment prior to offsetting any unrelated items; and
- f. Schedule of Federal and State awards.

#### 3. General:

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

## XIII. OWNERSHIP OF DATA

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

## XIV. CONFIDENTIALITY

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

#### XV. STAFFING

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

### XVI. CODE OF ETHICS

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

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

In the performance of work or execution of this Contract, the individual Contractors shall not discriminate against any employee or applicant for employment because of race, color national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Each of the Contractors will post in conspicuous places, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the terminated Contractor for use in completing its Contract, pursuant to section 56.17(1a) of the Administrative Code for Milwaukee County referenced and incorporated herein.

Furthermore, all of the Contractors agree that each will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of their Contracts, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all

levels of employment in all divisions of the Contractors' workforces, where these groups may have been previously under-utilized and under-represented. The Contractors agree that in the event of any dispute as to compliance with the requirements of this section, it shall be the Contractors' responsibilities to show that they have met all such requirements, per section 56.17(1d) of the Administrative Code for Milwaukee County.

Consistent with the requirements of the U.S. Department of Health and Human Services (HHS) and the Administration of Children and Families (ACF) financial assistance award, each of the Contractors commit to adhere to the program assurances described in the *Memorandum of Understanding for Milwaukee New Pathways for Families and Fathers/Milwaukee County Department of Child Support Services Subcontractors and Other Key Partners* attached as Exhibit A and incorporated herein. Each of the Contractors further agree and assure to comply with each of the following federal provisions described in sections A-E below.

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

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

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

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

## XVIII. STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE

Milwaukee County's Community Business Development Office approves the Disadvantaged Business Enterprise (DBE) utilization for its contractors and will also make a

determination whether good faith efforts are being used to meet the DBE goals. The efforts employed by the contractor should be those that one could reasonably expect a contractor to take if the contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract goals, 49 CFR section 26.53 and Appendix A to 49 CFR Part 26 provide guidance regarding good faith efforts.

#### XIX. RESOLUTION OF DISPUTES

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

#### XX, INDEMNITY

Each of the individual Contractors agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractors, or their agents, which may arise out of or are connected with the activities covered by this agreement.

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

#### XXI. INSURANCE

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

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

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

Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

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

Wisconsin Workers' Compensation	Statutory	
Employer's Liability	\$100,000/\$500,000/\$100,000	
Commercial Or Comprehensive General Liability General Aggregate Personal Injury Bodily Injury & Property Damage Contractual Liability Fire Legal Liability	\$1,000,000 Per Occurrence \$1,000,000 Per Person \$1,000,000 Aggregate \$1,000,000 Per Occurrence \$50,000 Per Occurrence	

Automobile Liability

Type of Coverage

Bodily Injury & Property Damage - all autos owned, non-

owned

and/or hired

Uninsured Motorists

\$1,000,000 Per Accident

Minimum Limits

Per Wisconsin requirements

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS SERVICES PROVIDED IN THIS AGREEMENT. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE SHALL BE AFFORDED THE COUNTY.

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

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

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

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

#### XXII. NOTICES

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

## XXIII. ADDITIONAL APPLICABLE PROVISIONS

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

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

## Acknowledgment of Federal Funding

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

#### The Cost Principles

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

The cost principles are set forth in the following documents and are incorporated by reference in 45 CFR 74.27 and 92.22: OMB Circular A-21—Cost Principles for Educational Institutions (2 CFR part 220); OMB Circular A-87—Cost Principles for State, Local, and Indian Tribal Governments 15 (2 CFR part 225); OMB Circular A-122—Cost Principles for Non-Profit Institutions 16 (2 CFR part 230); 45 CFR part 74, Appendix E—Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals 48 CFR

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subpart 31.2 (Federal Acquisition Regulation	n)—Contract Cost Principles and Procedures—
Contracts with Commercial Organizations.	

XXIV. <u>APPROVAL</u>		
Approved with regards to County Ordinance Chapter 4	2:	
By Rick Norvis Date: 11/3/201	£5	
Reviewed by:	Approved for execution:	
By: Date: 11/3/2015  E4!Risk/Mianagement	By Mark O. Grady  2007/1987/11/15/16 Counsel	Date: 11/5/2015
Approved:	Approved:	
By Date: 11/5/2015  Freeniproffer	By:County Executive	Date:
Approved as compliant under sec. 59.42(2)(b)5, Stats.:		
By: Date:		
In witness, whereof, the County and each of the undersigned, by their authorized representatives, acknowledge review of this MNPFF Project Services Contract, and hereto have executed this Contract as of the date adopted by the Milwaukee County Board of Supervisors, by resolution.		
COUNTY:		
Jim Sullivan, Director Milwaukee County Dept. Child Support Services		

CONTRACTORS:	
Dept. of Admin. Milw. Fatherhood Initiative	United Migrant Opportunity Services
Community Advocates, Inc.	My Father's House, Inc.
Center for Self-Sufficiency	Compel Milwaukee
Next Door Foundation	Milw. Area Workforce Investment Board
Northcott Neighborhood House	Wisconsin Community Services, Inc.
The Alma Center	AMTC and Associates
Centro Legal	Social Development Commission
Wisconsin Regional Training Partnership	