



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Department of Human Services

RFP NUMBER

#109103

RFP TITLE

Employment & Training Services

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **employment and training services**.

DEADLINE FOR
RFP SUBMISSIONS

2:00 P.M. Central Time

November 3, 2009

LATE, FAXED OR UNSIGNED PROPOSAL WILL BE REJECTED

SUBMIT RFP TO
THIS ADDRESS

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

VENDOR
CONFERENCE

Tuesday, October 20, 2009 at 9:00 a.m. at the Dane County Job Center
ANNEX, 1203 N. Sherman Avenue, Madison

SPECIAL
INSTRUCTIONS

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- Submit one original and 1 copy of your technical proposal**
- Submit one original and 3 copies of your cost proposal**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

DIRECT ALL
INQUIRES TO

NAME Carolyn Clow

TITLE Purchasing Agent

PHONE # 608-266-4966

FAX # 608/266-4425

EMAIL clow@co.dane.wi.us

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: **October 1, 2009**

#109103

Dane County Vendor Registration Program

All bidders wishing to submit a proposal must be a *paid registered vendor* with Dane County. Prior to the rfp opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com , or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

TABLE OF CONTENTS

- 1.0 GENERAL INFORMATION
 - 1.1 Introduction
 - 1.2 Scope of the Project
 - 1.3 Definitions
 - 1.4 Clarification of the specifications
 - 1.5 Addendums and or Revisions
 - 1.6 Calendar of events
 - 1.7 Vendor conference
 - 1.8 Contract term and funding
 - 1.9 Reasonable Accommodations
- 2.0 PREPARING AND SUBMITTING A PROPOSAL
 - 2.1 General instructions
 - 2.2 Proprietary information
 - 2.3 Incurring costs
 - 2.4 Vendor registration
 - 2.5 Submittal instructions
 - 2.6 Required copies
 - 2.7 Proposal organization and format
 - 2.8 Multiple proposals
 - 2.9 Oral presentations and site visits
- 3.0 PROPOSAL SELECTION AND AWARD PROCESS
 - 3.1 Preliminary evaluation
 - 3.2 Proposal scoring
 - 3.3 Right to reject proposals and negotiate contract terms
 - 3.4 Evaluation criteria
 - 3.5 Award and final offers
 - 3.6 Notification of intent to Award
- 4.0 GENERAL PROPOSAL REQUIREMENTS
 - 4.1 Executive Summary
 - 4.2 Organization Description
 - 4.3 Organization Capabilities/Staff qualifications
 - 4.4 Experience within a Job Center environment
 - 4.5 Experience working with County Human/Social Service Agencies
 - 4.6 Knowledge of Local Resources
 - 4.7 Staff Qualifications
 - 4.8 Proposer references
- 5.0 TECHNICAL REQUIREMENTS
 - 5.1 Overview of technical requirements
 - 5.2 Program Knowledge
 - 5.3 Knowledge of the CARES System
 - 5.4 Direct Services
 - 5.5 Enhanced Services
- 6.0 COST PROPOSAL
 - 6.1 General instructions on submitting cost proposals
 - 6.2 Format for submitting cost proposals

- 6.3 Fixed Price Period
- 7.0 SPECIAL CONTRACT TERMS AND CONDITIONS
 - 7.1 Living Wage Requirements
 - 7.2 Domestic Partner Equal Benefits Requirement
- 8.0 REQUIRED FORMS
 - ATTACHMENTS
 - A. RFP Cover Page Signature Affidavit
 - B. Reference Data Sheet
 - C. Designation of Confidential and Proprietary Information
 - D. Fair Labor Practices Certification
 - E. Cost / Financial Proposal
- 9.0 STANDARD TERMS & CONDITIONS
- 10.0 APPENDICES
 - 1. Department of Children and Families Administrator's Memo BCS 08-03 2009 Children First Program
 - 2. 2009 Children First Program Guide
 - 3. 2010 W-2 Participant Flow/Staff Functions
 - 4. 2010 FSET Participant Flow/Staff Functions
 - 5. 2010 Children First Participant Flow/Staff Functions
 - 6. W-2 Performance Standards
 - 7. Staffing and W-2 Related Funds Available for 2010 Subcontracts

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Wisconsin Works (W-2) and/or the Food Share Employment and Training (FSET), and/or the Children First (CF) program services.

The County intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFP will be administered by Dane County, Department of Human Services, Economic Assistance and Work Services (EAWS).

The contract administrator will be Barbara Berlin, Associate Division Manager.

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

1.2.1 **Project Description**

This request for proposals (RFP) is for the provision of employment and training services under the Wisconsin Works (W-2), the Food Share Employment and Training (FSET), and the Children First (CF) programs. The target audiences for these services are adults enrolled in the W-2 and Food Share Employment and Training (FSET) programs, Learnfare eligible children of W-2 households, and non-custodial parents who were not paying Child Support due to being under or unemployed. W-2 participants are predominantly single parents, 95% of whom are women with little or no employment histories. FSET participants are low-income men and women who are unemployed or under-employed. Non-custodial parents in Children First are typically male and unemployed or under-employed.

The focus of the W-2 services in 2010 includes providing coordination in the following areas: workshops, assessments, education, employment/job development, and work experience. Approximately 510 individuals are enrolled in the W-2 program with 48 of them receiving case management services only. County staff provides all case management for W-2 participants. Sub contracted staff will provide specialized employment and training services for W-2 participants. Food Share Employment and Training (FSET) enrollees number approximately 800, with 500 participating in activities at any given time. Sub-contracted staff will provide all case management and employment and training services for the FSET program. The Children First (CF) program provides employment and training

services to non-custodial parents to enable them to pay child support. The Children First program currently has 285 enrollees. Although the CF program, has a “work first” philosophy, a combination of job search as well as other services may be provided to promote self-sufficiency and responsible parenting. Numbers fluctuate in each program depending on the economy and local labor market.

The County has three offices serving these populations, the largest of which is in the Dane County Job Center. The remaining offices are in the cities of Stoughton and Sun Prairie. Direct services are all expected to be housed at the Job Center. More specific details are provided in section 5 of this document.

Note that Dane County Department of Human Services is the administrative agency for the Capitol Consortium, representing the county human service agencies in Dodge, and Sauk Counties. This RFP is for services in Dane County only, however. Some services may be made available to the Consortium partner agencies via video-conferencing or by allowing participants to attend classes in Dane County.

1.2.2 **Goals/Objectives**

The goals of the W-2, FSET and CF programs are centered on the provision of services leading to self-sufficiency through employment. The progress toward this end is primarily measured by the attainment of State prescribed performance standards. The successful provider(s) will be expected to meet the standards that are applicable to the service or services provided. See Appendix 6.

1.2.3 **Requirements**

The successful provider(s) of services must have employees who are trained in the policies of the W-2, FSET, and CF programs and the State’s CARES reporting system by January 1, 2010. Manuals for these programs can be found on-line at: (W-2) <http://dcf.wisconsin.gov/w2/manual/default.htm> and (FSET) <http://www.emhandbooks.wi.gov/fset>. For the Children First program, see Appendix 1 and 2. In addition, the provider(s) must have or acquire staff that are qualified by education and/or experience in the provision of employment seeking services, conducting workshops and assessments, conducting job skills trainings, basic assessments (reading and math skills) and coordination of formal assessments (such as neuro-psychological, mental or physical health assessments), developing relationships with employers, and labor market expertise by the effective date of the contract.

The vendor must also have the flexibility to adjust to changes in local and State policies. Such changes are an ongoing part of these programs and must often be implemented within relatively short periods of time.

1.2.4 **Transition**

The services purchased in this RFP are part of a redesigned service delivery plan. The provider selected through this process must be willing to work with the County to develop a transition plan from the current model to the 2010 model. No funding is available for this planning.

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Mailing Address:

**Dane County Purchasing Division
Room 425 City-County Bldg
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345**

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
October 1, 2009	Date of issue of the RFP
October 20, 2009, 9:00 a.m.	Vendor conference
October 21, 2009, 3:00 p.m.	Last day for submitting written inquiries (2:00 p.m. Central Time)
October 23, 2009	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
November 3, 2009, 2:00 p.m.	Proposals due from vendors
mid-November 2009	Oral presentation by invited vendors
Late November 2009	Notification of intent to award sent to vendors
January 1, 2010	Contract start date

1.7 Vendor Conference

A vendor conference will be held to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. All vendors who intend to respond to the RFP are **strongly encouraged** to attend the vendor conference.

Date: Tuesday, October 20, 2009

Time: 9:00 a.m.

Location: Dane County Job Center ANNEX, located at 1203 N. Sherman Avenue, Madison, WI

1.8 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for four additional one-year periods.

1.9 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY)

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a **paid registered vendor** with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD.**

2.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and Facilities
 - References
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)
 - Attachment A Signature Affidavit
 - Attachment B Reference Data Sheet
 - Attachment C Designation of Confidential and Proprietary Information
 - Attachment D Fair Labor Practices Certification
 - Attachment E Cost Summary Page
- Appendices (Additional Information the proposer submits)

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	40
	a. Organizational description/ capabilities (Sections 4.2 & 4.3)	10
	b. Previous experience in a job center environment (Section 4.4)	10
	c. Working with counties (Section 4.5)	5
	d. Knowledge of Local Resources (Section 4.6)	5
	e. Staff Qualifications (Section 4.7)	10
2.	Technical requirements	50
	a. Program knowledge (Section 5.2)	10
	b. CARES knowledge (Section 5.3)	10
	c. Direct Services (Section 5.4)	25
	d. Service enhancements (without additional funding) (Section 5.5)	5
3.	Cost	<u>10</u>
	TOTAL	100

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Executive Summary

Provide a summary of your plan to provide W-2 and/or FSET and/or CF services within the context of the program functions found in Appendices 1,2, and 3. The executive summary should not exceed two pages in length.

4.2 Organization Description

Provide a description of your organization, its structure, its mission or purpose and its history. Include in your appendix a current organizational chart and a proposed organizational chart identifying only those persons who will provide the services requested in this RFP. The proposed chart must indicate the number of full time equivalent (FTE) staff occupying each job function.

4.3 Organization Capabilities

4.3.1 Describe your organization's experience and capabilities in providing W-2, FSET, CF and/or similar services to those required. Be specific and identify:

- the programs;
- dates and locations where the services were provided;
- the specific services provided (administrative, planning and direct service responsibilities);
- population served;
- the number of participants/enrollees served; and
- key outcomes attained.

4.3.2 Dane County serves a diverse population that includes individuals and/or families with little or no proficiency in the English language, a limited number with hearing impairments, and members of diverse races, ethnicities, and cultures. Explain how your organization addresses or will address the need to make services accessible to these populations with sensitivity to persons with disabilities and language barriers and sensitivity to cultural characteristics.

4.4 Experience within a Job Center Environment

Describe your experience in working within a Job Center environment, or as part of a similarly collaborative structure.

4.5 Experience Working with County Human/Social Service Agencies

Describe your experience in coordinating services with a county human/social services agency.

4.6 Knowledge of Local Resources

Describe your knowledge of collateral service providers in Dane County (for example, food pantries, homeless shelters, alcohol and drug programs, education and training services, assessment services, legal services, other community based organizations, etc.)

4.7 Staff Qualifications

Provide brief resumes (one or two paragraphs) describing the educational and work experiences for each of the direct service staff who would be part of your proposed organizational chart. You are not required to provide the names of the individuals, only their qualifications. If you need to recruit and hire staff to fill any of the positions, describe your selection criteria for each.

4.8 Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number) which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals. See Attachment C.

5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

The successful proposer must be prepared to deliver W-2, FSET and CF program services effective January 1, 2010. That preparation includes having trained staff and equipment in place in accordance with the transition plan jointly developed by the County and the Provider. Those services include all of the duties referenced in Appendices 1, 2, and 3 and the requirements addressed below.

The employment and training services requested under this RFP are as follows:

- All aspects of administration, case management and service delivery for FSET.
- All aspects of administration, case management and service delivery for Children First.
- For W-2: Coordination and provision of workshops, assessments, educational components, employment and job development services, and work experience site coordination.

Note that in Section 3.4, Scoring Criteria, there are five points awarded for service enhancements. This refers to activities that are beyond those requested in this RFP, but that would enhance the quality of services provided to program participants. These enhancements may, for example, include services to sub-

populations, specialized advocacy services, or coordination of services between programs included in this RFP, etc.

No response is required for Section 5.1.

5.2 Program Knowledge

The requirements of the W-2, FSET and Children First programs are complex and detailed. How will you assure that your staff will be adequately trained in program policies relative to the services/programs you propose to offer? Include references to any training and/or direct service experience staff have already received or provided in those programs.

5.3 Knowledge of the CARES System

The activities and levels of participation of all W-2, FSET, and Children First enrollees are tracked in the Client Assistance for Re-employment and Economic Support (CARES) and Cares Worker Web (CWW) system. Provider staff will be required to do all of the data entry related to the direct services that each provides in the FSET and CF programs. In W-2, the FEP as primary case manager will make most case entries. However, subcontracted staff will need to be able to make supplemental entries, obtain CARES, QA, and WEBI (Web Intelligence) reports, and correctly read and interpret CARES/CWW entries and reports. Describe how you will assure that your staff are adequately trained in the use of the CARES/CWW/WEBI and any related systems that pertain to the job functions you propose to provide. Include references to any training that staff have already received.

5.4 Direct Services

Please respond to each of the following questions that applies to the programs that are proposed:

All proposers must respond to the following response items.

- 5.4.1 Describe your management and supervisory structure. Who will provide supervision and what are their qualifications? How will you ensure that you provide oversight for staff performance? How will you hold staff accountable for performance and assure high quality services? How will you monitor work products of staff? What remedies are in place when improvements are needed?
- 5.4.2 What is your organization's philosophy and approach to customer service? How will you ensure that customers are satisfied with services that you provide? Please describe your agency complaint process.
- 5.4.3 Describe your financial management system. Who are your key financial managers and what are their qualifications? If your agency administers multiple programs, please describe how you allocate shared costs (AMSO, overhead, etc) between programs. Describe your experience with providing supportive services funding, managing

and tracking funds in accordance with program policies, providing assistance and referrals for child care services and reporting monthly expenditures by fund source.

- 5.4.4 How will you provide for coverage of required functions in the event of illness, other unexpected absences, emergencies, staff turnover, or prolonged leaves?
- 5.4.5 Good communication is key to coordinated services. Describe how you will communicate with county management, FEPs, and SSPs, as well as other county staff, Job Center partners, and other community agencies. Describe any referral process you will implement between your organization and the FEP or SSP in addition to CARES referrals. Community agencies include: MATC, Medicaid providers, mental health providers, Workforce Development Board, United Asian Services, employers, DVR, emergency shelter providers, Job Service, etc.
- 5.4.6 Monthly and quarterly reporting of contract performance is required. What System will your organization use to track and report information? Examples of reports are: job placements, number and type of training or workshops provided, employer contacts, type and number of assessments completed, current active worksites and placements at each worksite. How will you measure success? How will you make this information available to county staff?
- 5.4.7 Describe your experience with the Dane County employer base. Provide examples and outcomes of your organization's employer relationships. ie. planning employer workshops, job fairs, informational seminars; job development services; obtaining job postings; obtaining and maintaining work experience sites; job matching for specific customers.
- 5.4.8 How will you work with consumers to improve job retention? Please be specific about services offered and frequency. How will you set the stage during pre-employment activities for post-employment success?
- 5.4.9 How will you work with consumers to achieve higher paying jobs with better benefits? How will you encourage career-laddering and upward mobility?
- 5.4.10 How will you work with Workforce Investment Act programming to ensure co-enrollment where appropriate?

Only Wisconsin Works (W-2) proposers must respond to the following response items:

- 5.4.11 The contract will include the following functional areas. Please describe not only your agency experience in these areas, but also how you will tailor that experience to meet the needs of Dane County consumers:
 - 1. Workshop Coordination and Development, including: develop

- workshops, resume preparation; job application completion; interviewing; career exploration; and collaboration with County training unit for provision of certain training.
2. Assessment Coordination, including: coordinate formal assessment process; administer Barrier Screening Tool (BST); primary contact for physical and mental health provider contacts; coordinate training for W2T population for life skills, parenting, money management, budgeting, and self-advocacy; and support groups.
 3. Education Coordination, including: operate a BEA Lab; administer educational assessments; provide or arrange for job-skills training; central point for all educational contacts; MATC liaison.
 4. Employment/Development Coordination, including: labor market information expert; job development; employer contacts; participate on Employer Relations Team; assist case manager with retention issues; coordinate with Job Service on labor market information; main contact to communicate job leads.
 5. Work Experience Coordination, including: develop relevant and individualized job sites based on local labor market information and participant needs/interest; coordinate with other workforce agencies and programs to develop worksites; get required forms and agreements; maintain an automated listing of sites and participants at each site; maintain information on each site such as contacts, address, phone, job descriptions, etc; monitor participant progress; maintain good relationships with sites; visit worksites to check on participants; completes work experience monthly evaluations; collects timesheets and distributes to assigned case manager for data entry; communicates expectations of the program, site and participant.

Only Food Share Employment and Training (FSET) and Children First (CF) proposers must respond to the following response items:

- 5.4.12 Describe your program design for FSET and/or CF. How will you design the program to be an effective job-seeking program that is viewed as a valuable result-producing resource for consumers? Describe what program components you will use and how you will sequence them.
- 5.4.13 Describe how your organization will do outreach to the community of eligible Food Share recipients to ensure that individuals volunteer for this program. Where will you perform outreach activities? What methods will you use? With what agencies will you partner? How will you measure the effectiveness of this outreach?
- 5.4.14 Describe your experience in employment based case management including relationships with site supervisors, employers, Human Resource staff and participants.
- 5.4.15 Describe your organization's process to meet transportation request/needs of the participants.

Only Children First (CF) proposers must respond to the following response item:

5.4.14 Describe your organization's experience in coordinating with local Child Support enforcement staff and activities. How will you manage this relationship to increase child support collections and ensure good coordination with staff.

5.5 Enhanced Services

The term "enhanced services" appears in Section 3.4 and in Section 5.1 above. If a vendor is offering such service(s), provide a detailed description of the service(s).

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

6.2 Format for Submitting Cost Proposals

The employment and training services requested in this RFP are as follows:

- All aspects of administration, case management and service delivery for FSET.
- All aspects of administration, case management and service delivery for Children First.
- For W-2: Coordination and provision of workshops, assessments, educational components, employment and job development services, and work experience site coordination.

The designation of an individual to provide supportive services (transportation and work related expenses) for FSET and CF expected to be an adjunct of one or more positions. Cost proposals are to be submitted in the format appearing in attachment E, as summarized below.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2010 is \$10.61. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm.

7.2 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	RFP Cover Page Signature Affidavit
Attachment B	Reference Data Sheet
Attachment C	Designation of Confidential and Proprietary Information
Attachment D	Fair Labor Practices Certification
Attachment E	Cost /Financial Proposal

RFP COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

REFERENCE DATA SHEET	
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	

Designation of Confidential and Proprietary Information		
The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.		
Section	Page Number	Topic

Check mark : _____

This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

**FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)**

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has a submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

_____ Officer or Authorized Agent

_____ Business Name

NOTE: You can find information regarding the violations described above at:
www.nlr.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application

COST / FINANCIAL PROPOSAL	
NAME OF FIRM:	

Funding available under this RFP is up to: \$278,031 for W-2, \$342,733 for FSET, and \$114,000 for Children First. Note that direct payments for transportation and other work-related expenses are included in the FSET and CF allocations. These amounts are subject to final allocations from the State of Wisconsin.

If proposing to deliver all services, enter “all” in the first row and complete the summary budget below. If proposing only a portion of the services, describe the service or services in the first row and complete the budget summary.

Service to be provided:	
Personnel Costs	\$
Operating Costs	\$
Space Costs *	\$
Other Costs (Explain)	\$
Total Cost	\$

* Space costs in the Job Center should be computed at \$15 per square foot.

****Please provide a separate cost proposal for each service/service cluster proposed.****

STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)

DCO CHS 19.25 Rev. 07/07

1.0 APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the

extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 ACCEPTANCE-REJECTION: Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender,

disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous

chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the

County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis.

Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be

able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

APPENDIX

Appendix 1	Children First Administration Memo- BCS 08-03
Appendix 2	2009 Children First Program Guide
Appendix 3	W-2 Participant Flow/Staff Functions
Appendix 4	FSET Participant Flow/Staff Functions
Appendix 5	CF Participant Flow/Staff Functions
Appendix 6	Performance Standards
Appendix 7	Staffing and W-2 Related Funds Available for 2010 Subcontracts

Appendix 1
Children First Administration Memo BCS-08-03

DEPARTMENT OF CHILDREN AND FAMILIES
DIVISION OF FAMILY AND ECONOMIC SECURITY
ADMINISTRATOR'S MEMO SERIES

ACTION BCS 08-03
 NOTICE

ISSUE DATE: 12/4/2008
DISPOSAL DATE: 12/31/2009

*PROGRAM CATEGORIES:

AS FM ML TR
 CC FL NA W-2
 CS IT RA WIA
 CF JC TC
 CR LM TA

To: Child Support Agency Directors
Tribal Child Support Agency Directors
W-2 Agency Directors
Tribal Economic Support Directors
Regional Administrators

From: Julie Kerksick /s/
Division Administrator

RE: 2009 Children First Program

PURPOSE:

The purpose of this memo is to outline plans for the Children First Program for 2009.

BACKGROUND:

The Children First program helps non-custodial parents successfully connect to employment services and work, and increases child support for Wisconsin's children.

Please Note:

The Department of Children and Families is reviewing the Children First program's ability to meet the needs of non-custodial parents. The Department is exploring changes to the Children First program that will ensure the most cost-effective use of limited Children First funding. Although budget decisions are not final, the Department may recommend statutory changes to Children First in the next biennial budget which takes effect July 1,

* PROGRAM CATEGORIES:

AS--Apprenticeship Standards	FM--Financial Management Requirements	ML--Migrant Labor	TR--Transportation
CC--Child Care	FL--Foreign Labor Certification	NA--Native American Services	W-2--Wisconsin Works
CS--Child Support	IT--IT Systems	RA--Refugee Assistance	WIA--Workforce Investment Act
CF--Children First	JC--Job Center	TC--Tax Credit Programs	
CR--Civil Rights	LM--Labor Market Information	TA--Trade Assistance	

2009. Therefore, funding for the 2009 Children First program will be limited to ½ of the annual amount, or \$570,000 for the period January 1, 2009 – June 30, 2009. If no changes are made to the program, additional funds will be allocated to Children First agencies during 2009. No requests for funding from new agencies will be considered at this time.

POLICY:

Agencies with existing Children First programs that elect to continue to administer a Children First Program in 2009 must submit a new Children First Program Plan (Attachment 1) prior to December 30, 2008. The plan must include a Letter of Support from the child support agency in each county/tribe that will be served by the program. A sample Letter of Support is attached (Attachment 2).

Only agencies with existing programs will receive 2009 funds at this time. Requests from new agencies will not be considered at this time. BCS intends to award funding to Milwaukee and Racine at one half their 2008 levels. BCS plans to allocate the remaining funding to all other programs based on IV-D caseload size. This is the same funding methodology as was used in 2008. Please refer to the 2009 Children First Funding Projections (Attachment 3) for projected program slots and associated funding.

Children First funds are to be used for employment and training services and activities. Children First funds may not be used for services authorized under Title IV-D of the Social Security Act for the administration of the child support program or to meet the federal match requirements of the child support program.

The state reserves the right to decline to contract with programs that are not meeting program requirements as outlined in Administrator's Memo 03-30 and the 2009 Children First Program Guide (Attachment 4). Additionally, the state reserves the right to make other appropriate shifts in funding. If an agency opts out of the Children First program or requests a reduction in projected funding for 2009, those funds may be made available to new agencies that wish to start a Children First Program or may be prorated across existing programs based on IV-D caseload.

Plans may be submitted by counties, tribal governing bodies or Wisconsin Works (W-2) agencies (Wis. Stats. § 49.36).

CHILDREN FIRST PROGRAM GUIDE AND CARES DATA ENTRY REQUIREMENT

The 2009 Children First Program Guide describes current state policies and procedures for operation of the program. The Guide outlines required CARES entry for all Children First participants and activities, and provides technical detail regarding the requirements for tracking Children First participant data in CARES.

Agencies are expected to review this guide prior to submitting their Children First Program Plan. A copy of the Program Guide is attached to this memo.

The 2009 Children First Program Guide supercedes policy and procedures previously outlined in Administrator's Memos 01-14 and 02-05.

CHILDREN FIRST PROGRAM MONITORING

Administrator's Memo 03-30 outlines the state's intention to begin monitoring of program compliance with state statutes and policies, as well as financial monitoring of Children First programs.

The state will monitor CARES participant data entry as outlined in the Children First Program Guide. Adherence to the CARES data entry will be required for program reimbursement.

CHILDREN FIRST REQUIREMENTS AND STATUTES

For additional information regarding the Children First program please refer to Wis. Stats. §§ 49.36 and 767.55.

Questions regarding the Children First Program may be directed to Sue Kinas at 608-264-9826 or sue.kinas@dwd.state.wi.us

ACTION SUMMARY STATEMENT:

Those counties / W-2 agencies / tribes and consortia with existing Children First programs must do the following:

- Complete a Children First Program Plan using the attached "2009 Children First Program Plan" (Attachment 1).
- Obtain a signed Letter of Support from each county/tribal child support office served by the Children First Program (Attachment 2).

Agencies that operated a Children First Program in previous years may refer to the prior program plan to assist in completing the "2009 Children First Program Plan."

Submit the 2009 Children First Program Plan and Letter(s) of Support to the Bureau of Child Support no later than December 30, 2008. Plans should be sent to:

Attn: Sue Kinas
Bureau of Child Support
PO Box 7935
Madison, WI 53707-7935

Email to:
sue.kinas@wisconsin.gov

Fax to: 608-267-2824

CONTACT:

BCS Regional Administrators

Attachments: 2009 Children First Program Plan
Child Support Agency Letter of Support
Children First 2009 Funding Projections
2009 Children First Program Guide

Appendix 2
2009 Children First Program Guide

2009
Children First
Program Guide

Division of Family Supports
Bureau of Child Support
PO Box 7935
Madison, WI 53707-7935



State of Wisconsin
Department of Workforce Development

Table of Contents

<i>Map-Children First Programs</i>	3
<i>Introduction</i>	4
Background	4
Program Administration.....	4
Program Eligibility and Court Orders.....	5
Participation Requirements.....	6
Travel Reimbursement.....	6
Children First Referral and Registration.....	7
Children First Data Entry and Tracking.....	7
➤ Registration and Enrollment.....	7
➤ Orientation.....	8
➤ Assessment and Employability Plan.....	8
➤ Activities.....	8
➤ Activities Without CARES Codes.....	8
➤ Child Support Payment Tracking.....	9
➤ Documenting Case Information/Comments.....	9
Dual Enrollment.....	9
Children First Program Non-Compliance.....	9
Fact-Finding Process.....	10
Program Completion.....	10
Out of County NCPs.....	10
Children First Forms.....	11
Program Monitoring by DCF.....	11
Children First Program Funding.....	11
Expense Reporting.....	12
Child Support Agency Responsibilities.....	12
 <u>ATTACHMENTS:</u>	
1. Wis. Stats. §§ 49.36 and 767.55.....	13
2. Workforce Development Areas.....	15
3. Children First Program Registration Form.....	16
4. Children First Initial Appointment Notice.....	17
5. Your Rights and Responsibilities.....	18
6. Children First Fact Finding Appointment Notice.....	20
7. Children First Reconciliation Agreement.....	21
8. Notification of Non-Compliance with Children First Program.....	22
9. Affidavit of Non-Compliance with Children First Program.....	23
10. Affidavit of Successful Completion of Children First Program.....	24

Introduction

Children First was developed to provide employment and training services for noncustodial parents (NCPs) who were not paying child support due to being unemployed or underemployed. Children First participation and program requirements are explained in Wis. Stats. §§ 49.36 and 767.55. Copies of these statutes are included as attachments in this Program Guide.

Although the Children First Program has a “work first” philosophy, a combination of job search activities as well as other services may be provided to promote self-sufficiency and responsible parenting. Per Wis. Stats. § 767.55, the NCP successfully completes the Children First Program when he/she makes timely payment in full for three consecutive months, or participates in the Children First Program for 16 weeks.

Participation in the Children First Program is court ordered. In cases where an NCP is unable to meet a child support obligation, the court may order participation in the Children First Program. The primary goal of the program is to improve the ability of the NCP to pay court ordered support. Research shows that when child support is paid fathers are more likely to be involved in the lives of their children. In addition, child well being is increased when both parents are involved in the life of the child. The Children First Program provides services and support to assist noncustodial parents to become involved in the lives of their child/ren.

Background

Children First, or the Community Work Experience Program for NCPs, was authorized by 1987 Wisconsin Act 413. The Children First Program was implemented in 1990 in Racine and Fond du Lac counties as part of the welfare reform plan for Wisconsin. The program has expanded to 39 counties and 1 tribe in 2007. A map of the program expansion in Wisconsin, complete with their start-up dates, is located on the second page of this document.

The Children First Program has undergone several evaluations that indicate that child support outcomes improve after program participation. Data from a recent report by the University of Wisconsin Institute for Research on Poverty (IRP) shows that among Children First participants with earnings, the number of NCPs making payments after Children First participation increased. In addition, there was an increase in the amount of child support paid. This report and prior evaluations are available through the Department of Children and Families (DCF), Bureau of Child Support (BCS). Contact Sue Kinas at (608) 264-9826 to have a copy sent to you.

Program Administration

The Children First Program is administered through the Department of Children and Families (DCF), Division of Family and Economic Security (DFES). Within DFES, the Bureau of Child Support (BCS) has oversight responsibilities for the program that includes policy development and interpretation, program planning, and contract funding.

Wis. Stats. § 49.36(2) permits DCF to contract with any county agency, tribal governing body, or Wisconsin works agency to administer the program. Children First contracts may be issued as an addendum to a W-2 contract, an addendum to the annual county/tribal child support contract, or as a separate contract. The contract agency may elect to subcontract with other private or public agencies to conduct all or part of the

Children First Program activities, and may direct the Children First participant to participate in other appropriate community activities. The contract agency must designate a contract administrator that is responsible for all DCF communications related to the Children First Program.

Contract agencies are allowed flexibility in designing the program structure. However, all programs must comply with state statutes and state policies and procedures in administering the program. This Program Guide sets current policies and procedures and **supersedes policy previously outlined in DWD/DWS Administrators Memos 01-14 and 02-05.**

Operation of the Children First Program requires a formal partnership at the county or tribal level between the child support agency, the county/tribal judicial system, and often the W-2 agency. Partnerships are essential for the success of the program.

Activities performed by the child support agency are considered child support enforcement activities and, therefore, are funded under the child support (IV-D) program. These activities are **not** reimbursable with Children First funds.

Consortium and/or partnership arrangements are encouraged. The contract agency must be designated as the lead agency and is responsible for the consortium or partnership. All Children First consortium and/or partnership arrangements must be formed within the boundaries of a Workforce Development Area. A copy of the Workforce Development Areas is attached to this Program Guide. The proposed Children First service area does not need to include all of the geographic service areas of a W-2 program consortium. Tribal governing bodies may provide services to NCPs who reside on tribal lands and/or to other tribal members who do not reside on tribal lands.

Program Eligibility and Court Orders

Per Wisconsin statutes, participation in the Children First Program must be court ordered. In addition, the NCP must be ordered to pay current support.

Wis. Stats. §§ 767.55 and 49.36 determine the eligibility requirements for the Children First Program. Copies of these statutes are found as attachments to this Program Guide. The court may order an NCP to participate in the program providing that **all** of the following criteria are met (Wis. Stats. § 767.55). These criteria must be incorporated into the court order as findings of the court:

- The parent is legally able to work full-time.
- The parent works an average of less than 32 hours per week, and is not participating in an employment and training program.
- The parent earns less than he/she has the ability to earn or has an actual weekly gross income of less than 40 times the federal minimum hourly wage.
- The parent resides in a county with a work experience and job training program under Wis. Stats. §. 49.36 and that county agrees to enroll the parent.
- The court order must establish support in the amount the parent was ordered to pay in the most recent determination of support or an amount equal to the amount determined by applying the percentage standard established under Wis. Stats. § 49.36.

- The court order must provide that, after the obligation to make payments ordered under Wis. Stats. § 767.55 ceases, the parent must make payments calculated under Wis. Stats. §§ 767.511 (1j) or (1m).

The Kids Information Data System (KIDS) contains a Children First Court Order (EN28) document that contains all the findings/language needed to comply with the statutes as well as other documents that reference the Children First Program.

Remedial Contempt Order (EN10)	path 09,13,01,03
Affidavit for Contempt (EN22)	path 09,13,01,07
Order to Show Cause (EN23)	path 09,13,01,08
Stip/Order for Contempt (EN25)	path 09,13,01,10
Children First Order (EN28)	path 09,13,01,13
Compliance Enforcement Letter (EN31)	path 09,13,02,13
Paternity Judgment-Long (PE16)	path 09,07,12
Stip/Judgment of Paternity (PE25)	path 09,07,13
Paternity Judgment-Default (PE38)	path 09,07,18
Order-Amending Judgment (RA14)	path 09,11,13
Stip/Order-Amending Judgment (RA15)	path 09,11,14
Stip/Order for Support (SE06)	path 09,09,05
Order for Support (SE07)	path 09,09,06

Participation in the Children First Program does not reduce or eliminate the NCP's child support liabilities. If the NCP fails to make payments as ordered, the unpaid amount accrues as a debt and remains in arrears and interest is calculated at 1% per month on that debt.

Participation Requirements

Per Wis. Stats. § 49.36, the following restrictions are placed on NCP participation in the Children First Program:

- An NCP may not be required to participate for more than 32 hours per week in the Children First Program.
- An NCP may not be required to participate for more than 16 weeks during each 12-month period.
- If the NCP is employed, he/she may not be required to participate for more than 80% of the difference between 40 hours and the number of hours actually worked in the unsubsidized job during that week.
- Children First participants may be co-enrolled in other work programs if they meet that program's specific eligibility criteria. If a person is required by a governmental agency to participate in another work or training program, the NCP may not be required to participate in the Children First Program in a week for more than 32 hours minus the number of hours he/she is required to participate in the other program.

If the NCP misses hours (or days) of assigned activity during the 16-week period, the missed time may be added to the 16-week period until the total obligation is satisfied. The 16 weeks of required participation in the Children First Program do not necessarily need to be consecutive. If participation is interrupted, the employment and training agency may allow re-entry into the program.

Travel Reimbursement for Children First Participation

Pursuant to Wis. Stats. § 49.36(6), the Children First Program shall provide up to \$25 per month reimbursement for travel expenses for Children First participants.

Children First Referral and Registration

The child support agency is responsible to act as a liaison between the courts and the Children First Program by identifying individuals that meet the eligibility requirements outlined in Wis Stats. § 767.55, and to recommend to the court that appropriate NCPs be court ordered to participate in the program. The child support agency is responsible to insure that for each noncustodial parent referred to the Children First Program, an appropriate court order is executed, including appropriate findings pursuant to Wis Stats. § 767.55.

The child support agency must complete the “Children First Registration Form”, obtain the signature of the NCP, and send the Registration Form to the agency providing the Children First services. The Children First Registration Form found in the attachment section of this Program Guide must be used by all Children First programs as it contains the information that must be entered into CARES to begin the enrollment process.

Children First programs may request that the child support agency inform the NCP of the date, time and location of the Children First orientation or appointment. This information can be included on the Children First Registration Form or on the Children First Court Order found in KIDS.

Children First Data Entry and Tracking

Currently all Children First cases are tracked and monitored in the Client Assistance for Re-Employment and Economic Support (CARES) system. All Children First cases must be entered on the CARES system. For all services or activities that include data entry into CARES, the CARES data entry must be completed within 5 business days of the service or activity.

Please refer to the Wisconsin CARES Guide for information specific to Children First case entry. A copy of the CARES Guide can be found at:

<http://dwdworkweb/dfs/manuals/caresguide/pdf/coverpage.pdf>

CARES reporting is crucial for program evaluation and planning purposes. It also provides any previous work program history on NCPs for Children First case managers.

In the event that the state uses another work program tracking system, Children First programs must utilize that system to track Children First case activity.

➤ Registration and Enrollment

Upon receipt of the Children First Registration Form, the agency providing the Children First services must enroll the NCP by entering the participant demographic information and Children First enrollment information into CARES.

CARES Guide, Section 2, Chapter 2: Entry into Work Programs provides information on completing Client Registration. Within CARES/Client Registration, screen CRPR begins the Client Registration process for non-eligibility programs including Children First. Refer to the CARES Guide for steps in completing Client Registration for Children First participants.

Once Client Registration has been completed in CARES, the participant will be referred to the Work Programs subsystem (CARES Guide, Section 2: Work Programs). Enrollment in the Work Programs subsystem must be completed, including the Client Information screen (WPWI). This screen includes information regarding whether the participant is in the Children First Program, the county/tribe in which the individual is ordered to participate, and is also the screen where completion codes must be entered.

Upon completion of this CARES data entry, the participant is considered “enrolled” in Children First and the 16-week Children First clock begins.

➤ **Orientation**

All Children First Program participants must receive orientation. At a minimum, orientation must provide an overview of the Children First Program, an overview of the activities that are offered by the program, and the expectations for program participation. The participant must sign a “Rights and Responsibilities” form. A sample form is attached to this Program Guide. Orientation must be documented in CARES.

➤ **Assessment and Employability Plan**

In cooperation with the NCP, an Assessment regarding barriers to employment and an Employability Plan (EP) must be completed in CARES.

Assessment information is entered in CARES on screens WPED, WPAW, WPEH, WPJR, WPBD, and WPRU. These screens collect information regarding education, employment history, barriers and goals.

An Employability Plan is completed on CARES screens WPJS and WPAS. The Employability Plan must include the assigned activities and hours of participation. The EP should be updated anytime there is a change in activities. Every attempt should be made to have the Children First participant sign the EP. Attempts should be documented. If a participant fails to sign the EP, it is still valid.

➤ **Activities**

Children First participants may be involved in activities up to 32 hours per week. Children First services provide NCPs with an opportunity to improve their ability to pay court ordered support and to provide overall support to their children. Services may include case management, services to assist the NCP in finding and maintaining employment, skills training, and parenting improvement services to promote self-sufficiency and responsible parenting. Individual Children First programs may design services to enhance program outcomes. These may include fatherhood and/or peer support services.

Assigned activities (also referred to as Components) must be entered on CARES screen WPCS once the Employability Plan has been completed. After entering activities, information may be viewed, updated and closed on CARES screen WPCH. All of the activities available for the

Children First Program are described in detail as work program components in CARES Guide, Section 2: Work Programs, Appendix 01: Definitions of Components and Statuses, or in DWD/DHFS Operations Memos 03-50 and 03-78. DWD/DHFS Operations Memos can be found at: <http://www.dhfs.wisconsin.gov/em/ops-memos>

Upon completion of assigned activities, activity completion codes and dates must be entered. CARES work program activity completion codes can be found in DWD/DHFS Operations Memo 03-31 at <http://www.dhfs.wisconsin.gov/em/ops-memos/2003/pdf/03-31.pdf>.

➤ **Activities Without CARES Codes**

For fatherhood–focused services, mediation, family formation services or other activities that are not included among the CARES activity code definitions, please enter CARES code PL (Parenting/Life Skills) and include an explanation in the Case Comments regarding what type/s of activities/services are being provided and the number of hours of participation. Non-participation should also be recorded as specified below under “Children First Program Non-Compliance.”

➤ **Child Support Payment Tracking**

Per Wisconsin statute, an NCP may successfully complete the Children First Program by completing 16 weeks of employment and training activities, or by making timely payment in full for three consecutive months. Children First case managers must monitor child support payments made by NCPs enrolled in the program. Case managers may track child support payments by going into the KIDS system and checking the IV-D Case Account Statement screen (FAA-Case, path 05, 10, IV-D#)

Child support payments may also be entered into CARES as an activity simultaneously with other activities. Please refer to CARES Guide, Section 2: Work Programs, Appendix 01: Definitions of Components or Statuses, or DWD/DHFS Operations Memos 03-50 for additional information regarding the use of this code.

➤ **Documenting Case Information/Comments**

Case comments are a formal record of case action or program-related information for an individual. Workers should record comments immediately to insure a sequential history. When comments are warranted they must be made no later than 24 hours after the action or contact with a participant. CARES screen CMCC is one of the most important screens to be completed on the Work Programs side of the CARES system.

Dual Enrollment

Subject to the limitations in Wis. Stats. § 49.36, dual enrollment in other employment and training activities is an option for Children First participants provided the NCP also meets that program’s specific eligibility criteria.

Please refer to the CARES Guide for additional information regarding data entry for participants that are dual enrolled. In addition, information regarding the use of the OC (Office Change) completion code for the non-eligibility (NE) Work Programs including Children First (CF) can be found in DWD/DHFS Operations Memo 00-78 at: <http://www.dhfs.wisconsin.gov/em/ops-memos/2000/pdf/00-078.pdf> . In the case of a Children First participant who is subsequently enrolled in an Eligibility Program such as

FSET, the Children First case manager will receive an “alert” that requires that they enter the OC code on the WPWI screen.

Children First Program Non-Compliance

The NCP is considered to be in non-compliance if he/she refuses, or fails (without Good Cause) to cooperate with the Children First Program requirements. Use the WPNH- Non-Participation History screen in CARES to record incidences of non-participation. Record any missed activities on this screen; also record Good Cause here. For additional information on recording non-participation on CARES screen WPNH, please refer to Operations Memo 04-26 by going to <http://www.dhfs.wisconsin.gov/em/ops-memos/2004/pdf/04-26.pdf> .

Enter the CARES Non-compliance code while the NCP is in this status. Non-compliance with the Children First Program involves either:

- 1) Refusal or failure to participate in Orientation, Assessment and Employability planning and/or,
- 2) Refusal or failure to participate in assigned activities.

Notify the child support agency of the non-compliance.

Fact Finding Process

Children First programs must have a Fact-Finding procedure for participants in non-compliance. The following model may be used if local procedures are not available. Sample forms are included in the attachment section of this Program Guide.

- If the NCP does not appear for the initial orientation appointment, they must be rescheduled within two weeks.
- The second appointment should include a Fact-Finding to identify the reasons for non-compliance and to help resolve the problem so that the NCP can participate in the program.
- A Reconciliation Agreement should be signed by the NCP during the Fact-Finding appointment.
- If an agreement cannot be reached, or the NCP parent fails to appear, a Notice of Non-Compliance must be mailed to the NCP, with a copy sent to the child support agency (CSA). The notice must include information on the right to an Administrative Review hearing.

In the Children First Program, the Administrative Review is conducted by either the agency providing the Children First services or the child support agency. The Administrative Review is conducted following the agency’s normal administrative review process under DCF 101.22. The NCP must be given reasonable notice and opportunity for review, the agency must conduct the review, render their decision as soon as possible after review (interpreted to mean within 15 business days) and notify the NCP of the decision by certified letter with a copy to the CSA. No enforcement action will be taken until the Administrative Review decision is rendered, however, the Children First court order will remain in effect and arrearages and interest will continue to accrue during this process.

If the response is negative, the NCP may request a departmental review (fair hearing) within 15 days of the date of the certified letter. DOA conducts fair hearings. Requests for hearing must be made in writing to the Division of Hearings and Appeals, P.O. Box 7875, Madison, WI 53707-7875. The review request form is available at <http://dha.state.wi.us> or by calling (608) 266-7709.

If the NCP does not respond or participate in the Fact-Finding process, or comply with the Children First Program requirements, the child support agency must be notified of the non-compliance in the form of an Affidavit. Sample Affidavit forms can be found in the attachment section of this Program Guide.

Program Completion

Per Wis. Stats. § 767.55, in order to successfully complete the Children First Program, the NCP must make timely payment in full of the court ordered support for three consecutive months, or complete sixteen weeks participation in employment and training activities.

Case managers must notify the child support agency of the successful completion or of non-compliance in the form of an Affidavit. Components (activities) must be closed on CARES screen WPCH and a completion code entered on WPWI, followed by the disenrollment process on WPDS. Refer to CARES Guide, Section 2, Chapter 9-Exit From Work Programs.

Out of County NCPs

Wisconsin Stats. §. 767.55, addresses the issue of an NCP who resides in a county other than the county where the court action takes place. It is understood that the statute is also meant to address situations where a tribal jurisdiction may be involved. The use of the word “county” is not meant to exclude the possibility of tribal jurisdiction.

NCPs who live outside the county where the Children First order originated may be ordered into the program if the county that they reside in has a Children First Program and that county agrees to enroll them (per Wis. Stats. § 767.55 (2) 1m).

If an NCP is ordered into a Children First Program by one local agency and they subsequently move and the program in their new county of residence does not agree to enroll them in their program or does not administer a Children First Program, the Children First Program in the jurisdiction that originated the order may retain the enrollment if the travel time for the NCP is within a reasonable distance. However, if the new residence is not within a reasonable distance for the NCP to travel or the case is not accepted by the new county/tribal agency, the Children First case manager should contact the child support agency of the county/tribe that originated the order and file a report on the new location and status of the NCP.

In all cases of crossing over county boundaries, only one agency may claim reimbursement. The administrative agencies involved in cross county/tribal services may negotiate

Children First Forms

The Children First Registration Form is mandatory for every Children First Program. This is because the CARES data entry will be done using the information on this form. In addition, court orders for participation in Children First must include findings pursuant to Wis. Stats. § 767.55.

Other forms for program operations are subject to local agency discretion. Thanks to Kaiser Group and Fond du Lac County for the attached sample forms that may be used as model templates for local Children First programs.

Program Monitoring by DCF

DCF will monitor compliance with state statutes and policies governing the administration of the Children First Program. Program and policy monitoring within child support agencies will be completed by Child Support Regional Administrators and will occur during regular scheduled on-site visits. In addition, DCF may monitor financial records related to Children First expenditures. Administrative and partner agencies are expected to comply with monitoring requests.

Children First Program Funding

Program funding for Children First is state general-purpose revenue (GPR) that is used as Maintenance of Effort (MOE) funds for the Temporary Assistance for Needy Families (TANF) Program. The state budget for the Children First Program is established by the Legislature. Allocations are calculated on the number of NCP participants, or “slots” that a Children First Program may need in comparison to the availability of funds in the state budget. Children First programs may also use other appropriate fund sources, and/or other available agency or community resources to serve Children First participants.

Wisconsin statute restricts Children First reimbursement to not more than \$400 per participant in a 12-month period. Allowable costs are limited to costs associated with providing employment and training services. Any additional costs are the responsibility of the Children First contractor.

Children First funds are to be used for employment and training services and activities. Children First funds may not be used for services authorized under Title IV-D of the Social Security Act for the administration of the child support program or to meet the federal match requirements of the child support program.

The Department may deobligate unexpended funds awarded to Children First programs when the contract amount is under spent by 20% or more on a year-to-date basis. These funds may be redistributed to other Children First programs. The annual deobligation of funds due to underspending does not affect funding allocations for future program years.

Expense Reporting

The Department of Children and Families uses the CORE system for reimbursement claims for participants in the Children First Program. Participating Children First agencies must follow DCF procedures and use prescribed CORE claim forms to request program reimbursement. Claims must be submitted by the 25th of the month for the previous month's activity for W-2 expenditures and by the 23rd of the month for child support expenditures. Payments are deposited on the 5th of the next month for W-2 expenditures and the 30th of the month for child support expenditures per DCF procedures. Expenditures reported after the due date will be reimbursed the following month, i.e. October expenditures would be paid December.

Wisconsin statute restricts Children First reimbursement to not more than \$400 per participant in a 12-month period. Allowable costs are limited to costs associated with providing employment and training services. Any additional costs are the responsibility of the Children First contractor. Any amount reported over the Children First contracted amount will not be reimbursed.

Child Support Agency Responsibilities

1. Act as liaison between the courts and the Children First Program.
2. Identify and recommend individuals that meet the eligibility requirements outlined in Wis. Stats. § 767.55 to the court.
3. Ensure that each NCP referred to the Children First program has an appropriate court order, including appropriate findings pursuant to Wis. Stats. § 767.55.
4. Complete the “Children First Registration Form”, obtain the signature of the NCP, and send the Registration Form to the agency providing the Children First services. You do not need to submit a copy of the court order with the Children First Registration Form.
5. If requested by the Children First program, inform the NCP of the date, time and location of the Children First orientation or appointment.
6. Enter the Children First order in KIDS on the Court Order Entry screen (FOC, path 05, 04, IV-D#, F6). Set the end date of the order for one year.
7. When the Children First agency notifies the CSA of NCP program completion, either successful or unsuccessful, update the order end date.

Wisconsin Statute Chapter 49.36

CHAPTER 49.36 Work experience program for noncustodial parents.

- (1) In this section:
 - (a) “Custodial parent” means a parent who lives with his or her child for substantial periods of time.
 - (b) “Tribal governing body” means an elected tribal governing body of a federally recognized American Indian tribe or band.
 - (2) The department may contract with any county, tribal governing body, or Wisconsin works agency to administer a work experience and job training program for parents who are not custodial parents and who fail to pay child support or to meet their children’s needs for support as a result of unemployment or underemployment. The program may provide the kinds of work experience and job training services available from the program under s. 49.193, 1997 stats., or s. 49.147(3) or (4). The program may also include job search and job orientation activities. The department shall fund the program from the appropriation under s. 20.445 (3)(dz).
 - (3)
 - (a) Except as provided in par. (f), a person ordered to register under s. 767.55(2)(am) shall participate in a work experience program if services are available.
 - (b) A person may not be required to participate for more than 32 hours per week in the program under this section.
 - (c) A person may not be required to participate for more than 16 weeks during each 12-month period in a program under this section.
 - (d) If a person is required by a governmental entity to participate in another work or training program, the person may not be required to participate in a program under this section in a week for more than 32 hours minus the number of hours he or she is required to participate in the other work or training program in that week.
 - (e) If a person is employed, the person may not be required to participate in a program under this section in a week for more than 80% of the difference between 40 hours and the number of hours actually worked in the unsubsidized job during that week.
 - (f) A person who works, on average, 32 hours or more per week in an unsubsidized job is not required to participate in a program under this section.
 - (4) When a person completes 16 weeks of participation in a program under this section, the county, tribal governing body, or Wisconsin works agency operating the program shall inform the clerk of courts, by affidavit, of that completion.
 - (5) A person participating in work experience as part of the program under this section is considered an employee of the county, tribal governing body, or Wisconsin works agency administering the program under this section for purposes of worker’s compensation benefits only.
 - (6) A county, tribal governing body, or Wisconsin works agency administering the program under this section shall reimburse a person for reasonable transportation costs incurred because of participation in a program under this section up to a maximum of \$25 per month.
 - (7) The department shall pay a county, tribal governing body, or Wisconsin works agency not more than \$400 for each person who participates in the program under this section in the region in which the county, tribal governing body, or Wisconsin works agency administers the program under this section. The county, tribal governing body, or Wisconsin works agency shall pay any additional costs of the program.
- History: 1987 a. 413; 1989 a. 31; 1991 a. 39; 1993 a. 16; 1995 a. 27 ss. 2135 to 2142; 1995 a. 289; 1997 a. 27; 1999 a. 9; 2001 a. 16.

767.55 Child support: employment related orders.

(1) **GENERALLY.** In an action for modification of a child support order under s. 767.59 or an action in which an order for child support is required under s. 767.511 (1), 767.805 (4), or 767.89 (3), the court may order either or both parents of the child to seek employment or participate in an employment or training program.

(2) **NONCUSTODIAL PARENT.** (a) In this subsection, “custodial parent” means a parent who lives with his or her child for substantial periods of time.

(am) In an action for modification of a child support order under s. 767.59, an action in which an order for child support is required under s. 767.511 (1), 767.805 (4), or 767.89 (3), or a contempt of court proceeding to enforce a child support or family support order in a county that contracts under s. 49.36 (2), the court may order a parent who is not a custodial parent to register for a work experience and job training program under s. 49.36 if all of the following conditions are met:

1. The parent is able to work full time.

1m. If the parent resides in a county other than the county in which the court action or proceeding takes place, the parent resides in a county with a work experience and job training program under s. 49.36 and that county agrees to enroll the parent in the program.

2. The parent works, on average, less than 32 hours per week, and is not participating in an employment or training program which meets guidelines established by the department.

3. The parent’s actual weekly gross income averages less than 40 times the federal minimum hourly wage under 29 USC 206 (a) (1) or the parent is earning less than the parent has the ability to earn, as determined by the court.

(b) Under this subsection, the parent is presumed to be able to work full time. The parent has the burden of proving that he or she is not able to work full time.

(c) If the court enters an order under par. (am), it shall order the parent to pay child support equal to the amount determined by applying the percentage standard established under s. 49.22 (9) or equal to the amount of child support that the parent was ordered to pay in the most recent determination of support under this chapter. The child support obligation ordered under this paragraph continues until the parent makes timely payment in full for 3 consecutive months or until the person participates in the program under s. 49.36 for 16 weeks, whichever occurs first. The court shall provide in its order that the parent shall make child support payments calculated under s. 767.511 (1j) or (1m) after the obligation to make payments ordered under this paragraph ceases.

Workforce Development Areas

1. Southeast	7. Northwest
Kenosha County	Ashland County
Racine County	Bayfield County
Walworth County	Burnett County
	Douglas County
2. Milwaukee County	Iron County
Spotted Eagle Inc.	Price County
(Indians from any tribe living in Milwaukee)	Rusk County
	Sawyer County
3. WOW	Taylor County
Ozaukee County	Washburn County
Washington County	Bad River Band of Lake Superior Chippewa
Waukesha County	Lac Courte Oreilles Tribal Government
	Red Cliff Band of Lake Superior Chippewa
4. Fox Valley	St. Croix Band of Lake Superior Chippewa
Calumet County	
Fond du Lac County	8. West Central
Green Lake County	Barron County
Outagamie County	Chippewa County
Waupaca County	Clark County
Waushara County	Dunn County
Winnebago County	Eau Claire County
Brotherton	Pepin County
	Pierce County
5. Bay Area	Polk County
Brown County	St. Croix County
Door County	Ho-Chunk Nation
Florence County	St. Croix Band of Lake Superior Chippewa
Kewaunee County	
Manitowoc County	9. Western
Marinette County	Buffalo County
Menominee County	Crawford County
Oconto County	Jackson County
Shawano County	Juneau County
Sheboygan County	La Crosse County
Menominee Nation of Wisconsin	Monroe County
Oneida Tribe of Indians of Wisconsin	Trempealeau County
Stockbridge-Munsee Band of Mohican Indians	Vernon County
	Ho-Chunk Nation
6. North Central Wisconsin	
Adams County	10. South Central
Forest County	Columbia County
Langlade County	Dane County
Lincoln County	Dodge County
Marathon County	Jefferson County
Oneida County	Marquette County
Portage County	Sauk County
Vilas County	Ho-Chunk Nation
Wood County	
Ho-Chunk Nation	11. Southwest
Lac du Flambeau Tribe	Grant County
Forest County Potawatomi Community, Inc.	Green County

Mole Lake Band of Sokaogon Chippewa	Iowa County
	Lafayette County
	Richland County
	Rock County

CHILDREN FIRST PROGRAM REGISTRATION FORM

This form **MUST** be completed by the Child Support Agency and sent to the agency providing the Children First Services.

CF Participant Name (First, Middle Initial, Last)	Social Security Number	
Mailing Address (Number, Street, City, State, Zip Code)	Date of Birth (Month/Day/Year)	
Gender: Please indicate Male or Female	Race (Optional)	
Work Program Appointment Information: Location, Date, Time (If available - Optional) If information is not available – the Work Program office will mail an appointment to the participant.		
Telephone Number ()	Date Signed	CF Participant Signature

The Children First Program is administered through the Department of Children and Families (DCF), Division of Family and Economic Supports (DFES). Within DFES, the Bureau of Child Support (BCS) has oversight responsibilities for the program, which includes policy development and interpretation, program planning, and contract funding.

County/Tribe Where Court Ordered	Court Order Effective Date
IV-D Case Number	Current order for support? (Please indicate yes/no)
CSA Contact	Phone ()
CSA Address (Street, City and zip)	

Children First Initial Appointment Notice
Address of Children First Program
Address
City, State, Zip

TO: _____
SS# _____

DATE MAILED: _____

An appointment has been scheduled for you with your Case Manager, _____, for a meeting. **If you fail to keep this appointment, your case may be referred to the Child Support Agency/Clerk of Courts for possible contempt of court charges.** If you have a conflict with the time and date of the appointment listed below, please contact me at (____) _____.

Your appointment is scheduled for:

Day _____ Date _____ Time _____

Our office is located at _____.

Mailed/Received/Signed this _____ day of _____, 20____.

Children First Case Manager

YOUR RIGHTS AND RESPONSIBILITIES CHILDREN FIRST PROGRAM

YOUR RESPONSIBILITIES ARE:

Assigned Activities: You must keep all Children First appointments, appointments made with other agencies through this program, and complete all other assigned activities or explain why you cannot. If you remain unemployed after four to six weeks of job search activities, you may be required to participate in a volunteer work experience assigned by your case manager. If you miss an appointment or do not complete assigned activities, without good cause, you will be in non-compliance. You will be scheduled for a reconciliation appointment to resolve the problems surrounding your failure to comply with program requirements (see below under Non-Compliance Resolution).

Medical Information: Should you report any physical or mental inability to be employed or to participate in the Children First Program, YOU must provide the medical verification at your own expense through your doctor of choice within 10 days.

Job Search: Unless otherwise stated in your Employability Plan (EP), you may spend up to 32 hours per week in job search activities with the goal of obtaining full-time permanent employment. The number of jobs you apply for per week will be determined at the time your Employability Plan is developed with your case manager. You will be required to document your job search on contact sheets provided to you and submit them to your case manager on a weekly basis.

Change of Mailing Address or Phone Number: You must notify the Children First office of any changes in your mailing address or phone number within one week of the change. You also have a responsibility to report these changes to the County Child Support Agency at _____.

Notify Children First of new employment or interruptions in employment: You must notify your Children First case manager immediately if you get a job, quit a job, get fired from a job, or your employment is interrupted for ANY reason. If you begin working with a temporary agency and then are hired directly by the company you were assigned to, you must notify the Children First Office of this change so a new wage assignment will be issued to the company that will be paying your wages. You must notify your Children First case manager immediately of any problems that would prevent you from maintaining employment or participating in the Children First program.

IMPORTANT: If you leave employment without good cause, your case can be referred back to Court for failure to maintain employment. Your case manager will discuss this policy with you further. (Good cause for leaving a job may include: new employment, no work available for you, illness, unreasonable work conditions, health and safety hazards and religious reasons. Proof of good cause will be required from you.)

YOUR RIGHTS ARE:

Good Cause: Acceptable reasons for missing a Children First appointment may include illness, court appearance, no transportation, bad weather and other serious problems. You must call you Children First case manager before the appointment or as soon as possible to explain your absence.

Non-Compliance Resolution: After enrollment, if it appears that you are not cooperating with Children First, a meeting will be scheduled with your case manager for you to explain your non-compliance. Children First has a responsibility to report your participant record to the Child Support Agency and/or the Family Court Judge or Commissioner. You will have an opportunity to reconcile with Children First and begin cooperating with its requirements before any action is taken to refer your case for legal enforcement.

Notification: You will be notified in writing, if you are to appear in court for non-compliance.

Fair Hearing: You may request an administrative hearing, if you believe any action taken is in error.

Complaints: If you have complaints or concerns about discrimination, assignments, or other problems, contact the Children First Supervisor at (____) _____.

Participant Signature

Date

Children First Case Manager Signature

Date

****SAMPLE****

CHILDREN FIRST FACT FINDING APPOINTMENT NOTICE

Address of Children First Program

Address

City, State, Zip

TO: _____ **SS#** _____

Date Mailed _____

You have been scheduled for a meeting because your record indicates you have not met requirements of the Children First Program in the following area (s):

At this meeting you will have the chance to explain your apparent failure to meet the program requirements.

If you fail to keep this appointment, your case may be referred to the Child Support Agency and/or the Clerk of Courts for possible contempt of court charges. If you have a conflict with the date or time of the appointment, please contact me at (____) _____.

Your appointment is scheduled for:

Day _____ Date _____ Time _____

Our office is located at _____.

Mailed/Received/Signed this _____ day of _____, 20____.

Children First Case Manager

**NOTIFICATION OF NON-COMPLIANCE WITH
CHILDREN FIRST PROGRAM**

TO: _____ DATE MAILED:

RE: COURT CASE No. _____

It has been determined that you, _____ have failed to cooperate with the Children First Program in _____ county (tribal jurisdiction). Your case has been referred to _____ County (Tribal) Child Support for non-compliance. This determination is based on the following facts:

If you dispute the facts above, or the conclusion of non-compliance, you are entitled to an Administrative Hearing. Contact _____ at _____ within 10 days of the above date to schedule a hearing. Your case has been referred to Child Support Enforcement for possible legal action.

FAILURE TO COMPLY WITH THE CHILDREN FIRST PROGRAM MAY LEAD TO A FINDING OF CONTEMPT OF COURT.

Signed:

Children First Case Manager

cc: Children First participant
CSA
File

Notary Public

_____, Wisconsin
My Commission Expires _____

****SAMPLE****

STATE OF WISCONSIN CIRCUIT COURT-FAMILY DIVISION
_____ **COUNTY**

STATE OF WISCONSIN, ex rel,
In re the Support Obligation of:

**AFFIDAVIT OF SUCCESSFUL
COMPLETION OF CHILDREN
FIRST PROGRAM**

Case No. _____

I, _____, being first duly sworn, on oath, depose and state as follows:

1. That I am a Case Manager for _____ County (Tribal) Children First agency. My duties include coordinating and monitoring compliance with that program.
2. That, on _____, the above-named obligor, _____ was referred to the Children First Program pursuant to WI Stat. § 767.55.
3. That the obligor successfully completed Children first participation by:
_____ Completing 16 weeks Children First participation, or
_____ Making child support payments, as ordered, for three consecutive months.

Dated this _____ day of _____, 20____.

BY:

Children First Case Manager

_____ County (Tribe), Wisconsin

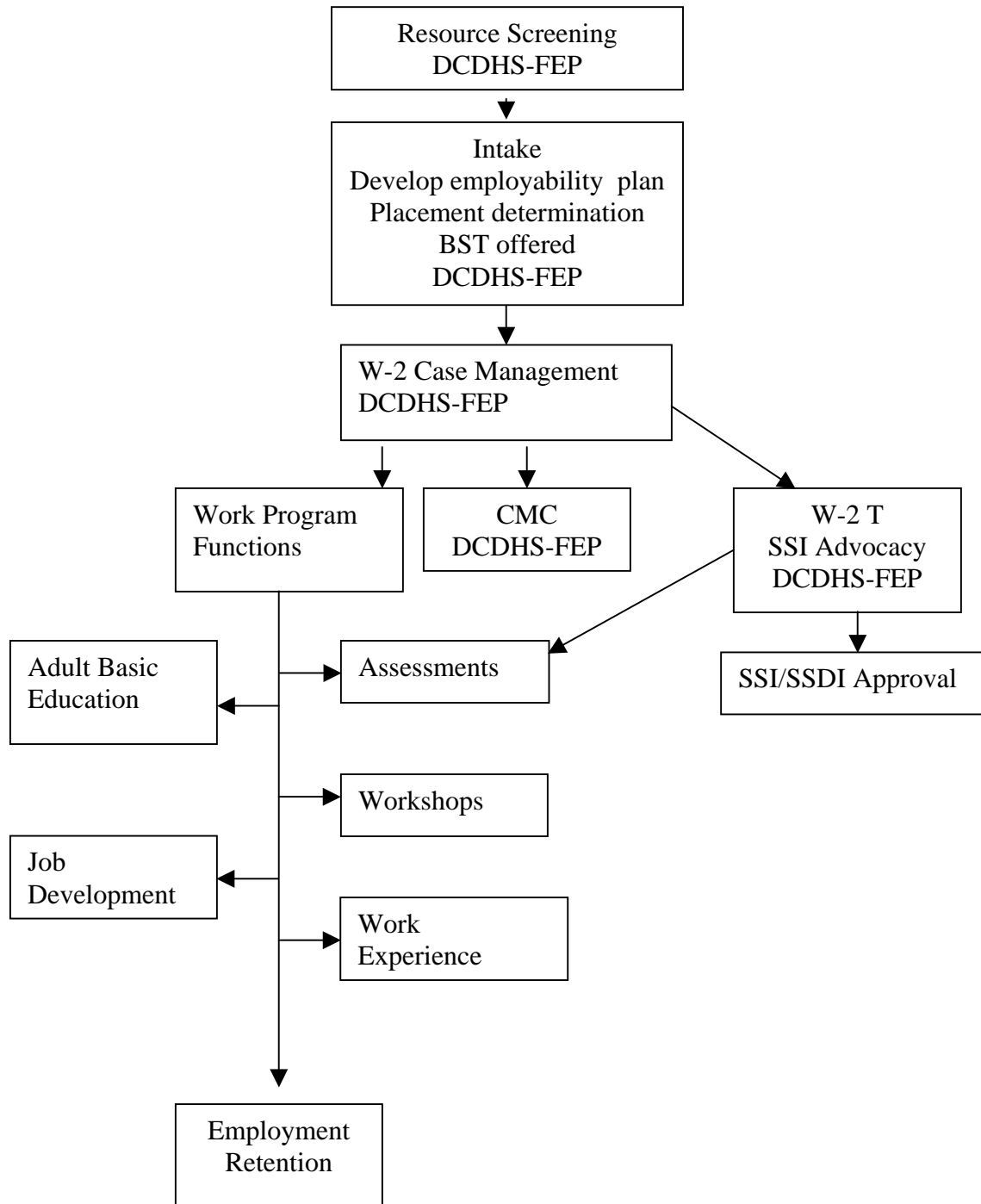
Signed and sworn before me this
_____ day of _____, 20____.

Notary Public

_____, Wisconsin

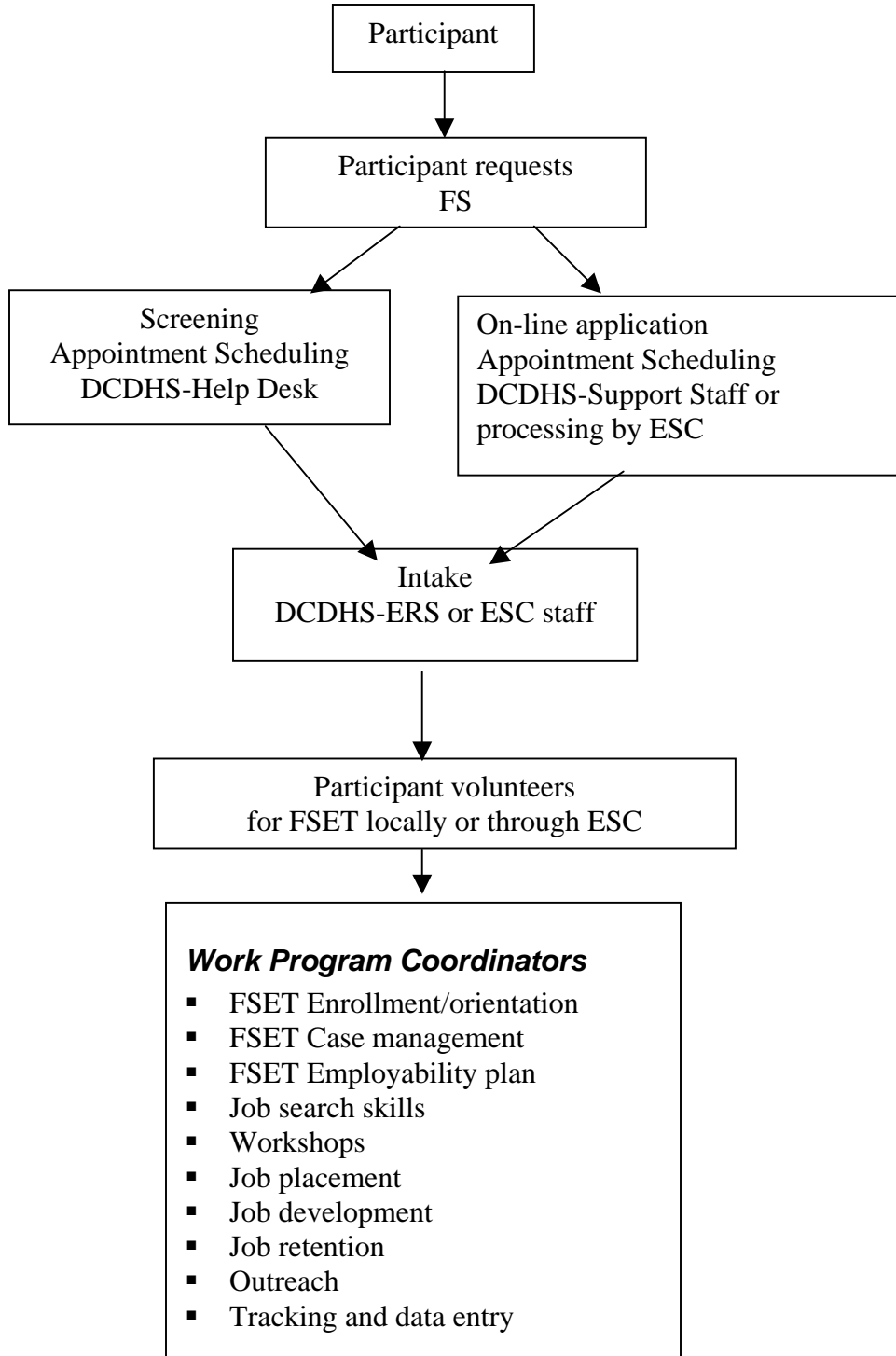
My commission Expires _____

Appendix 3 W-2 Participant Flow/Staff Functions



Appendix 4

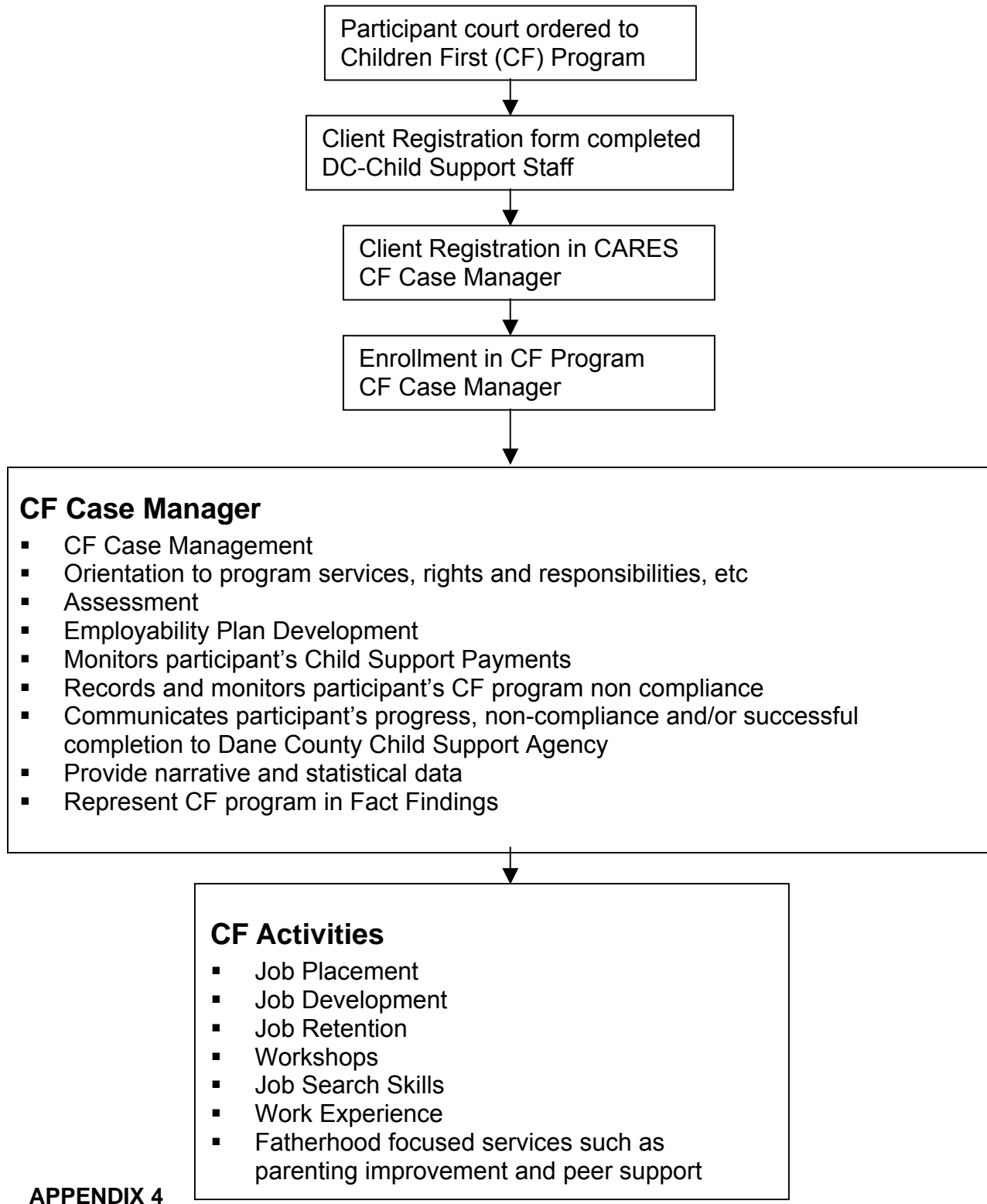
FSET Participant Flow/Staff Functions



ESC= Enrollment Services Center

Appendix 5

Children First Participant Flow/Staff Functions



Wisconsin Works (W-2) and Related Programs Contract Information Map
For the period January 1, 2006 through December 31, 2009

**PERFORMANCE STANDARDS FOR THE 2006-2009 W-2 AND RELATED PROGRAMS
CONTRACT**

The Performance Standards have been established to measure appropriate and quality services being provided to W-2 and FSET participants.

The Appendix B Information Map shows the required Performance Standards for:

1. Annual Compliance; and
2. Right of First Selection (RFS) for the next W-2 Contract (Contract Period beginning January 1, 2010).

Information will be measured for the period of January 1, 2006, through December 31, 2009. Right of First Selection will be measured for the period January 1, 2006, through December 31, 2008. Performance Standards are measured Contract-to-Date, Point-in-Time or During-the-Month. Contract-to-Date is cumulative beginning January 1, 2006, through the last working day of the report month. Point-in-Time is measured on the last working day of each calendar month and an average for all months will be calculated to determine if the criteria have been met. During-the-Month is measured when the activity has been completed and documented within 30 calendar days of the W-2 placement for the assessment standard and 30 calendar days from the successful completion of a Job Skills activity.

One Case Credit

In order to recognize that for some agencies, especially those with small caseloads, one case can make a significant difference in the calculation of the Performance Standards Benchmarks, a One Case Credit is established.

A One Case Credit will apply when:

- a) The Department makes the final determination of whether a W-2 Contract Agency meets the Benchmark for a Performance Standard;
- b) The W-2 Contract Agency does not meet the Benchmark for one or more of the following standards: Entered Employment Placement Rate, Success in the Workforce/Retention, Wage at Employment, SSI/SSDI Receipt, Assessment, Basic Education Activities, Success of Job Skills Training, Quality of Case Management/Customer Satisfaction; and
- c) At least one of the W-2 Contract Agency's cases does not meet one or more of the Benchmarks for the Performance Standards.

Zero Case Credit

The Department will apply a special Zero Case Credit to any W-2 Contract Agency with no cases for a Performance Standard (if there are any W-2 agencies with zero cases at the time of the Department's Performance Standards calculations). The Zero Case Credit will result in any W-2 Contract Agency with no cases meeting the Annual Compliance Benchmark and RFS Benchmark.

Worker Error Adjustment

The Worker Error Adjustment process outlined in the Bureau of Wisconsin Works (BW-2) Operations Memo 04-48, which was developed to address unusual or non-recurring events, will remain in effect for the 2006-2009 Contract Period. To request consideration, a W-2 agency must submit a written request in accordance with the Department's policies and procedures.

Risk Protection Adjustment

At the request of a W-2 Contract Agency that is not a tribal agency the Department will reassess the Performance Standards Benchmark. The Risk Protection Adjustment is designed to allow unique circumstances related to the unemployment rate of each county to be considered by the Department. The agency must request the Department apply the Risk Protection Adjustment prior to January 31 of the year immediately following the prior year. *Example: Request for January 1, 2006 – December 31, 2006 must be received by January 31, 2007.* The Department will apply this adjustment as follows:

- 1) The Department will establish a baseline for each county or consortium based on that county's average weekly continuous unemployment insurance (UI) benefits claims for calendar years 1999 through 2001.
- 2) A county's continuous UI claims level for subsequent periods will be "indexed" in relationship to that baseline. That is, the baseline will be defined as 1.00 and subsequent years will be calculated as a multiple of that 1.00 baseline. *For example, unemployment levels 25% greater higher than the 1999-2001 average would have an indexed value of 1.25, while unemployment levels 10% lower than the 1999-2001 average would have an indexed value of 0.9.*
- 3) Any county for which the indexed weekly continuous UI claims for calendar years 2006, 2007, 2008 average out to greater than 1.5 will be eligible for the Risk Protection Adjustment.
- 4) For each tenth of a point by which the indexed average weekly continuous unemployment claims for that county for calendar years 2006, 2007, 2008 exceeds 1.5, the Entered Employment performance standard benchmark will be lowered by one percent. *For example, if a county's indexed 2006 unemployment claims were to equal 2.5, and to earn RFS the required Entered Employment rate was 45% then the Entered Employment benchmark would be lowered by 10% of 45% (or 4.5%), to 40.5%*

INDICATOR	DEFINITION	SELECTION CRITERIA & EXCLUSIONS	BENCHMARK	APPLICABLE
<p>Entered Employment Placement Rate (Contract-to-Date)</p>	<p>For W-2 and FSET Individuals: The percentage of the total individuals served by the agency with the exception of SSI tracked individuals for which an eligible Entered Employment (EE) placement is recorded on WPEH in the Client Assistance for Reemployment and Economic Support (CARES) system. Performance will be measured by counting all individuals expected to work 30 days or more in FSET or W-2 who meet the following Entered Employment definition:</p> <ol style="list-style-type: none"> 1. an individual who is unemployed and obtains unsubsidized employment that is expected to last 30 days or longer after referral to work programs or; 2. an individual who is employed in unsubsidized employment and obtains new employment that is expected to last 30 days or longer with higher gross wages after referral to work programs. 	<p>Numerator:</p> <ul style="list-style-type: none"> • Entered Employment field on WPEH = Y • Entered Employment with Duration on WPEH as Full-Time >=30 days, or Part-Time >= 30 days • Begin Date of Entered Employment must be between 1/1/2006 and 12/31/2009 • Not deleted Entered Employment <p>Denominator: W-2 and FSET applicants/participants except:</p> <ul style="list-style-type: none"> • All W-2 or FSET cases referred, transferred or ongoing within the contract period and subsequently disenrolled, or transferred out (by 1/31 of the following year for December report month) with: <ol style="list-style-type: none"> a) no intervening activities; b) SSI tracked individuals with the SD activity code or assigned to the SSI Advocacy Agency with the exception of individuals who reenter an employment track in W-2; c) only enrollment or enrollment/ orientation; or d) have one or more of the following FSET only transactions: Sanction Requested Sanction Pending Exemption Requested 	<p><u>Numerator</u> = Total Number of Full-time and Part-time Entered Employments <u>Denominator</u> = Total Work Contract Individuals Served The contract benchmark is 45%.</p>	<p>CMA – Y JDPa – Y SSI – N BOS – Y</p>

INDICATOR	DEFINITION	SELECTION CRITERIA & EXCLUSIONS	BENCHMARK	APPLICABLE
Success in the Workforce/Retention (Contract-to-Date)	<p>For W-2 and FSET Participants: The percentage of the total participants from the numerator of the EE Placement Rate performance standard for whom total UI wages for the two (2) quarters following the quarter of employment are equal to or greater than the target amount.</p>	<p>All participants with an EE will be counted in the denominator once. For multiple EE's the retention that favors the agency will be counted in the numerator.</p>	<p><u>Numerator =</u> All participants who meet or exceed the target amount calculated by adding the 2 quarters of UI wage data after an EE. <u>Denominator =</u> All participants who are listed in the numerator of the EE performance standard. The benchmark target amount is equal to \$5,928. The contract benchmark is 50%.</p>	<p>CMA – Y JDPA – Y SSI – N BOS - Y</p>
Wage At Employment (Contract-to-Date)	<p>For W-2 and FSET Individuals: The percentage of the total individuals from the numerator of the EE Placement Rate performance standard for whom starting wages were equal to or greater than the targeted outcome for that geographic area or consortium. Targeted outcomes will be calculated using average entered employment wages of W-2 and FSET individuals for each Contract Agency.</p>	<p>All individuals who have an EE with hourly wages (indicated with the pay code of HR on WPEH) will be included in the calculation to determine the average wage for that contract agency. Remove all wages less than the State's hourly minimum wage. Remove one high wage. Note: Random sampling of State New Hire Data will be done.</p>	<p>Past level of performance per contract agency's entered employment average wage. Benchmark will be set for each individual contract agency based on past W-2/FSET performance. See last page for average wages for each county. The benchmark is pass or fail based on the collective contract agency average.</p>	<p>CMA – N JDPA – Y SSI – N BOS - Y</p>

INDICATOR	DEFINITION	SELECTION CRITERIA & EXCLUSIONS	BENCHMARK	APPLICABLE
Success of Job Skills Training (During-the-Month)	<p>For W-2 Participants: Success of Job Skills Training will be measured by the percentage of participants who successfully complete a Job Skills (JS) Training activity and obtain employment during the training or within 30 days of completion of the Job Skills Training activity. All W-2 participants who successfully complete a JS Training will be included in the denominator.</p>	<p>Participants are selected based on JS being assigned and successfully completed on WPCH with a completion code of A (successfully completed) or N (employed).</p>	<p><u>Numerator</u> = Participants who successfully complete JS and have an EE during the JS training or within 30 days of completion of JS <u>Denominator</u> = All participants who successfully complete JS. The contract benchmark is 75%.</p>	<p>CMA – N JDPA – Y SSI – N BOS - Y</p>

INDICATOR	DEFINITION	SELECTION CRITERIA & EXCLUSIONS	BENCHMARK	APPLICABLE
<p>SSI/SSDI Receipt (Contract-to-Date)</p>	<p>For W-2 Participants: The percentage of the total participants receiving SSI/SSDI Advocacy Services as recorded in CARES for whom SSI/SSDI is awarded. All W-2 participants placed in SSI/SSDI Advocacy (SD activity in CARES) in the balance of the state (BOS) and all participants receiving services through the SSI Advocacy Agency in Milwaukee will be included in the denominator. Use ANBR* for data validation for all participants in the BOS that are in SD activity and participants in Milwaukee assigned to the SSI Advocacy Agency.</p>	<p>Calculated only for W-2 participants who are assigned to SD in the BOS and to the SSI Advocacy Agency in Milwaukee. The SSI denominator will be created with the assignment of the SD activity in the BOS and the SSI Advocacy Agency in Milwaukee. Participants are selected for the numerator from ANBR*, where SSI is reported as being awarded during the W-2 placement or within 60 days of the W-2 placement ending. Individuals will be eliminated if ANBR* has an indicator or N at the 12 and/or 24 month measurement and the CARES case has been closed. NOTE BOS – Adjustments will be accepted through 4/30/06 for participants placed in SD prior to 1/1/06 and reevaluated by 3/31/06 where a determination is made that SD is not appropriate.</p>	<p><u>Numerator =</u> Total number of W-2 participants in SD or in Milwaukee assigned to the SSI Advocacy Agency that are awarded SSI/SSDI (as documented through the data exchange on ANBR*) within 12 months (benchmark A) or within 24 months (benchmark B) of activity or work program office begin date as indicated in CARES. <u>Denominator =</u> Total number of all W-2 participants placed in SSI/SSDI Advocacy (SD) in the balance of the state and all participants receiving services through the SSI Advocacy Agency that get approval for SSI or meet the timelines for benchmark A or B. Benchmark for A: 35% of all cases in BOS that are assigned to SD or in Milwaukee that are assigned to the SSI Advocacy Agency are approved for SSI up to 12 months from the assignment. Benchmark for B: 60% of all cases in BOS that are assigned to SD or in Milwaukee are assigned to the SSI Advocacy Agency are approved for SSI up to 24 months from the assignment.</p>	<p>CMA – N JDPA – N SSI – Y BOS - Y</p>

INDICATOR	DEFINITION	SELECTION CRITERIA & EXCLUSIONS	BENCHMARK	APPLICABLE
Basic Education Activities (Point-in-Time)	For W-2 Participants: Adult W-2 participants who do not have a high school diploma or its equivalency as indicated on ANSE*. Basic education activities include Basic Education (BE), English as a second language (EL), GED (GE), High School Equivalency (HE), Literacy Skills (LS), and Regular High School (RS).	Participants are selected from ACWI*, where there is an open W-2 placement type of W-2T, CSJ, CS1, CS2, CS3 or TJB, and no W-2 end date. Only participants who do not have a high school diploma or equivalency as designated on ANSE* are selected. This standard does not apply to W-2 case management, CMC participants or FSET participants.	<u>Numerator</u> = All selected participants with less than a high school education who have an open EL, GE, HE, LS, RS activity (with a valid activity begin date) as of the last day of the report month. <u>Denominator</u> = Total selected participants with less than a high school education in a W-2 subsidized placement (W-2T, CSJ, CS1, CS2, CS3, or TJB) as of the last day of the report month. The contract benchmark level is 65% or more.	CMA – Y JDPA – N SSI – Y BOS - Y

INDICATOR	DEFINITION	SELECTION CRITERIA & EXCLUSIONS	BENCHMARK	APPLICABLE
<p>Assessment (During-the-Month)</p>	<p>For W-2 Participants: Assessment services refer to the set of evaluations that each W-2 participant who is placed in a subsidized or unsubsidized employment position (with the exception of CMC cases) receives. A. For W-2: Participants who are placed in any subsidized or unsubsidized W-2 placement (with the exception of CMC cases), either initially or as movement from one placement to another, must have an informal assessment completed and documented on WPED within 30 calendar days before or after the date that W-2 placement begins. B. For W-2T Cases only: Participants who are placed in a W-2T must have a formal assessment initiated or completed and documented in CARES within 30 calendar days before or after beginning a W-2T. This formal assessment must be by a medical or mental health/Alcohol and Other Drug Abuse (AODA) health professional, Division of Vocational Rehabilitation (DVR) counselor or similarly qualified assessing agency or business. Both A and B must be met.</p>	<ol style="list-style-type: none"> 1. Calculated only for W-2 participants. 2. The formal assessment codes are AODA Assessment (AA), Domestic Violence Assessment (AV), Disability Assessment (AD), Physician Assessment (AL), Mental Health Assessment (AM), as found on WPCH. The Caring for Disabled Child (CD) will also be allowed to meet this standard. 3. Individuals with the same consecutive W-2 placements i.e., W-2T placement ends on 6/30/05 and new W-2T placement begins on 7/1/05, will be excluded. <p>Note: Informal Assessment completion is tracked by answering the assessment question on WPED and completing the entire CARES Assessment driver flow, which begins with WPED and ends with WPRU.</p>	<p>A. For W-2 placements: <u>Numerator</u> = Total number of W-2 placements for which an informal assessment was completed and documented within 30 calendar days of the placement begin date. <u>Denominator</u> = Total number of W-2 placements beginning during contract period for all W-2 participants. B. For W2-Transition: <u>Numerator</u> = Total number of W-2T placements for which a formal assessment was initiated or completed with a successful completion code of A (successfully complete) or P (completed appropriate formal assessment within the prior 12 months) and documented within 30 calendar days. <u>Denominator</u> = Total number of W-2T placements beginning during contract period for all W-2 participants. Both calculation results must meet respective base rates to meet the performance standard. <u>For W-2 Placements:</u> (A) Contract benchmark is at least 95%. <u>For W-2 Transition:</u> (B) Contract benchmark is at least 95%.</p>	<p>CMA – Y JDPA – N SSI – Y BOS - Y</p>

INDICATOR	DEFINITION	SELECTION CRITERIA & EXCLUSIONS	BENCHMARK	APPLICABLE
<p>Quality of Case Management/ Customer Satisfaction Survey (Contract-to-Date)</p>	<p>For W-2 and FSET Participants: Quality Case Management/Customer Satisfaction refers to the delivery of services by the W-2 Contract Agencies with the aim of satisfying its customers. Quality Case Management/Customer Satisfaction will be measured quarterly through a survey of participants who have received services for a minimum of 60 days from the W-2 Contract Agency. Each agency must achieve a minimum average score of 7.5 or greater on a 10-Point scale.</p> <p>This will be measured by two different categories of questions.</p> <ol style="list-style-type: none"> 1. Questions will be focused on services provided to participants that are reported on CARES. (i.e. quality of work experience site, relevance of work experience site to the employment goal, etc) 2. Overall satisfaction and staff availability questions will be asked of all surveyed participants. (e.g., returned phone calls within 2 days, overall satisfaction of services received, etc.) 	<ol style="list-style-type: none"> 1. All W-2 Contract Agencies. 2. Work program Contract Individuals (WCI) active at the end of the quarter and have at least 60 consecutive days in the same Contract Agency, or, WCI's closed during the quarter with at least 60 days of service. <p>Agency's will have a set number of participants surveyed. The number will not be determined until the contract areas are decided.</p>	<p>Manual calculation will be performed by DWS. For each question measured: <u>Numerator</u> = Total scores for all survey responses. <u>Denominator</u> = Total number of survey responses. The benchmark for each question is equal to or greater than 7.5.</p>	<p>CMA – Y JDPA – Y SSI – Y BOS - Y</p>

County	W-2 & FSET Average Wage*	County	W-2 & FSET Average Wage*	County	W-2 & FSET Average Wage*
ADAMS	\$7.47	KEWAUNEE	\$8.39	TAYLOR	\$9.36
ASHLAND	\$7.36	LA CROSSE	\$7.66	TREMPEALEAU	\$8.19
BARRON	\$7.73	LAFAYETTE	\$8.36	VERNON	\$7.70
BAYFIELD	\$7.96	LANGLADE	\$9.21	VILAS	\$7.30
BROWN	\$8.16	LINCOLN	\$8.62	WALWORTH	\$8.33
BUFFALO	\$7.51	MANITOWOC	\$8.99	WASHBURN	\$7.79
BURNETT	\$7.58	MARATHON	\$8.16	WASHINGTON	\$9.83
CALUMET	\$8.38	MARINETTE	\$9.00	WAUKESHA	\$9.28
CHIPPEWA	\$8.46	MARQUETTE	\$8.15	WAUPACA	\$7.95
CLARK	\$7.93	MENOMINEE	\$7.20	WAUSHARA	\$7.99
COLUMBIA	\$9.41	MILWAUKEE	\$8.29	WINNEBAGO	\$8.23
CRAWFORD	\$7.51	MONROE	\$8.74	WOOD	\$8.10
DANE	\$9.01	OCONTO	\$8.25		
DODGE	\$8.81	ONEIDA	\$7.87		
DOOR	\$8.87	OUTAGAMIE	\$8.58		
DOUGLAS	\$8.13	OZAUKEE	\$10.19		
DUNN	\$9.54	PEPIN	\$8.60		
EAU CLAIRE	\$7.98	PIERCE	\$10.07		
FLORENCE	\$8.89	POLK	\$9.41		
FOND DU LAC	\$8.22	PORTAGE	\$7.71		
FOREST	\$7.70	PRICE	\$8.30		
GRANT	\$8.26	RACINE	\$7.67		
GREEN	\$8.92	RICHLAND	\$7.63		
GREEN LAKE	\$8.16	ROCK	\$8.28		
IOWA	\$8.75	RUSK	\$7.73		
IRON	\$6.53	ST CROIX	\$10.03		
JACKSON	\$7.77	SAUK	\$8.27		
JEFFERSON	\$8.94	SAWYER	\$7.07		
JUNEAU	\$7.79	SHAWANO	\$7.96		
KENOSHA	\$7.96	SHEBOYGAN	\$8.58		

NOTE: Consortiums with more than one County will have a weighted average wage calculated as the benchmark.
*** Average Hourly Wage was calculated from EE's reported in 2004 for W-2 and FSET participants that were at least the state minimum hourly wage and one high wage was removed.**

Acronyms:

BOS = Balance of State W-2 Contract Agencies
CMA = Case Management Agency in Milwaukee
JDPA = Job Development Placement Agency in Milwaukee

SSI = Supplemental Security Income
SSDI = Social Security Disability Income

EE = Entered Employment
UI = Unemployment Insurance

TJB = W-2 Trial Job placement
CSJ = W-2 Community Service Job placement
CS1 = 1/3 CSJ placement
CS2 = 1/2 CSJ placement
CS3 = 2/3 CSJ placement
W-2T = W-2 Transition placement
CMC = Caretaker of a Newborn placement

FSET = FoodShare Employment and Training

CARES Screens
WPEH = Work Programs Employment History
WPCH = Work Programs Component History
WPED = Work Programs Educational Detail

Notes:

* With the implementation of CARES Worker Web (CWW) data will be extracted from the CARES equivalent screen in CWW.

Definitions:

WCI = Work Program Contract Individuals are individuals who are open (Referred, Scheduled or Enrolled) in W-2 or FSET for at least one day during the contract period, excluding those who are only in Children First, and those with a CARES Registration Code of "L" (Learnfare).
Contract Agency = W-2 Contract Agency as a single county or single region or with more than one county or region in the consortium configuration.
Benchmark = Annual Compliance and Right of First Selection benchmark.

Appendix 7 Staffing and W-2 Related Funds Available for 2010 Subcontracts

STAFFING

Minimum Staffing for the delivery of the services in this Request for Proposals includes:

Full Time Equivalent	Position
*	Director
*	Financial Manager
*	Supervisor/Program Manager
*	W-2 Functions <ul style="list-style-type: none"> • Workshop Coordination • Assessment Coordination • Education Coordination • Employment/Development Coordination • Work Experience Coordination
*	FSET case management
*	Children First case management
*	Information Management

* To be determined by the vendor

Additional positions may be added by the proposing agency, depending upon salary structure. The Clerical Support and Information Management positions are core functions and additional duties may be assigned.

W-2 and Related Funds Available for 2010 Subcontract

W-2 funds available	\$278,031
FSET funds available	\$342,733
Children First funds available	\$114,000
Total	\$734,764

These funds are available contingent upon receipt from DCF

Please include in your budget the following expenses:

Budget rental cost for bidders is \$15 per square foot for space and operations costs
 For FSET and Children First, be sure to allocate a portion of the available budget for transportation and supportive service costs. Note that the county will handle these payments in the W-2 program.