

Senate Human Services and Aging Committee
April 14, 1999

My name is **Christine Schlichting**. I am the Executive Director of the Retired & Senior Volunteer Program of Rock County. Thank you for the opportunity to speak to you this afternoon.

RSVP is a program that **provides meaningful volunteer opportunities for people age 55 and older**. We do that by matching the skills and abilities of potential volunteers to the needs of 1,760 public and private non-profit agencies in Wisconsin. There are 17 RSVP programs in Wisconsin that currently serve 29 counties. In 1998, 12,833 RSVP volunteers provided 1,280,222 hours of volunteer service in Wisconsin.

That means:

- 12,833 people age 55 and older became, or stayed, healthy mentally and physically because they volunteered
- cost effective services like tutoring elementary students, and providing hot meals to homebound elderly were provided
- public safety and crime prevention programs were provided for senior citizens and juveniles

The demand for volunteers is increasing. Future demographics indicate the number of potential RSVP volunteers is also going to increase significantly as baby boomers age.

Existing RSVP projects need increased funding from the state to be able to answer the demands for the kinds of services they can provide.

Counties that do not have RSVP programs need to have the opportunity to offer senior citizens a chance to serve, and the opportunity to meet community needs through volunteerism.

Thank you very much for your support of the Retired & Senior Volunteer Program. We are asking for increased funding as explained in the fact sheet you have. I will be happy to answer any questions.

Retired and Senior Volunteer Program of Wisconsin

Introduction:

The Retired and Senior Volunteer Program is part of a national program which involves people age 55 and over in providing volunteer service to community agencies, utilizing their many skills and talents to positively impact their communities.

Current Status of Projects

Currently, there are:

17 projects serving 29 counties	12,833 RSVP Volunteers
	1,280,222 Hours of Service (1998)
	1,760 Volunteer Stations

The value of volunteer service is reported by the National Independent Sector to be \$14 an hour.

RSVP volunteers in Wisconsin generated \$17,923,108 worth of service to their communities in 1998.

Current Funding:

Corporation for National Service (Federal)	\$ 739,795	32%
State Department of Health and Family Services	502,654	22%
Other: (includes local funding, grants, in-kind, and fundraising)	<u>1,048,955</u>	46%
Total	\$2,291,404	100%

RSVP needs increased financial support from the state to:

- Maintain volunteer services - especially in rural areas
- Respond to increased requests for volunteer services from nonprofit and public agencies
- Expand projects into additional counties.



Request for increased state funding:

(Contracts are awarded on a calendar year basis.)

			<u>1st Year</u> (6 mos.)	<u>2nd Year</u> (12 mos.)	<u>Total</u>
1. Current Projects					
	<u>1st year</u>	<u>2nd year</u>			
16 projects @	\$7,500	\$15,000	\$123,750	\$247,500	\$371,250
1 project* @	\$3,750	\$ 7,500			
Additional funding for 4 multi-county projects serving rural areas	\$11,250	\$22,500	\$ 45,000	\$ 90,000	\$135,000
2. Expansion of current projects into contiguous counties.					
10 counties @	\$10,000	\$20,000	\$100,000	\$200,000	\$300,000
3. Expansion - Addition of					
1 new project @	\$25,000	\$50,000	<u>\$ 25,000</u>	<u>\$ 50,000</u>	<u>\$ 75,000</u>
			\$293,750	\$587,500	\$881,250

* (A new Federally funded project in Appleton is requesting ½ of the amount requested by the other 16 projects this budget year.)

RSVP projects have an impact on the communities they serve:

- In the Western Dairyland project, 40 volunteers provided 20,385 trips to medical and social appointments for human service clients, elderly and disabled.
- In July, 1997, ADVOCAP's RSVP was awarded the first "America Reads" Programs of National Significance grant in the state. Teachers reported students involved had an increased desire to read and had a better attitude toward school in general.
- In Brown County, 900 students in 16 elementary schools received training through BABES presentations (Beginning Alcohol/Addictions Basic Education Studies).
- The Racine project connects senior volunteers with at-risk youth as tutors and mentors.
- The Director of Volunteer Services, Franciscan Skemp Healthcare in La Crosse, states: "The Doll Project involves seniors making and donating cloth dolls for pediatric patients. I recognize that this program serves not only children, but seniors as well by giving them a sense of community with the doll maker groups and pride in the joy they give others through their craft."
- In Kenosha, RSVP volunteers prepare thousands of sandwiches each summer at the Salvation Army so that children get at least one decent meal.
- The Rhinelander Logging Museum is staffed by 84 RSVP volunteers who save the city \$28,413 per year (based on \$6.15 per hour).
- An RSVP volunteer assigned to the Head Start Program on the Red Cliff Indian Reservation not only read to children but spent 60 hours sewing traditional costumes for the children.
- In Walworth County, many seniors needing/receiving Long Term Care could not remain at home without RSVP volunteers visiting and shopping for them. Grocery stores in the county do not, for the most part, deliver; and the few that do, charge \$10.00, plus the order must be \$30.00 or more. Few seniors can afford that.
- Because 5 Portage County RSVP volunteers spent 670 hours taking photos for driver licenses at the Department of Motor Vehicles, the office was more efficient, and customer waiting time was decreased. Staff were freed up to spend time with more complicated requests.
- Fourteen volunteers staff the Madison Police Department Information Desk and work on crime prevention projects. Police Chief Williams states: "Burglary rates in Madison have decreased, and improvements are being made in other areas. This is due, in part, to the fact that the RSVP volunteers have freed my officers to focus on more pressing matters."
- In Rock County, volunteers serve affordable, hot nutritious meals and deliver meals to homebound seniors that keep seniors able to live in their homes.
- In Waukesha County, 600 seniors learned how to prevent scams from 8 volunteers in the TRIAD Program.
- In Douglas and Milwaukee Counties, RSVP volunteers provide telephone reassurance to seniors who live alone.



ADVOCAP/RSVP

Service Area: Winnebago County
 Phone: (920) 725-2791
 Fax: (920) 725-6337

Coulee Region RSVP

Service Area: LaCrosse, Monroe,
 Crawford, Vernon Counties
 Phone: (608) 785-0500
 Fax: (608) 785-2573

Interfaith RSVP

Service Area: Milwaukee County
 Phone: (414) 931-9777
 Fax: (414) 933-0419

Kenosha Center RSVP

Service Area: Kenosha County
 Phone: (414) 658-3508
 Fax: (414) 658-2263

Northeast RSVP

Service Area: Forest, Lincoln,
 Vilas, Oneida Counties
 Phone: (715) 369-1919
 Fax: (715) 369-3686

Northwest RSVP

Service Area: Ashland, Bayfield,
 Iron, Price, Counties
 Phone: (715) 682-6502
 Fax: (715) 682-2062

Portage County RSVP

Service Area: Portage County
 Phone: (715) 346-1401
 Fax: (715) 346-1418

RSVP of Brown County

Service Area: Brown County
 Phone: (920) 429-9445
 Fax: (920) 429-9449

RSVP of East Central Wisconsin

Service Area: Outagamie County
 Phone: (920) 832-9360
 Fax: (920) 832-9317

RSVP of Dane County

Service Area: Dane County
 Phone: (608) 238-7787
 Fax: (608) 238-7931

RSVP of Manitowoc

Service Area: Manitowoc County
 Phone: (920) 683-9922
 Fax: (920) 682-6621

RSVP of Racine County

Service Area: Racine County
 Phone: (414) 637-7575
 Fax: (414) 637-9265

RSVP of Rock County, Inc.

Service Area: Rock County and 3
 towns in Illinois
 Phone: (608) 362-9593
 Fax: (608) 362-9820

RSVP Superior/Douglas Counties

Service Area: Douglas County
 Phone: (715) 394-4425
 Fax: (715) 394-5775

RSVP of Walworth County

Service Area: Walworth County
 Phone: (414) 741-3159
 Fax: (414) 741-3217

RSVP of Waukesha County, Inc.

Service Area: Waukesha County
 Phone: (414) 544-9559
 Fax: (414) 544-5307

Western Dairyland RSVP

Service Area: Buffalo, Eau Claire,
 Jackson, Trempeleau Counties
 Phone: (715) 985-2391
 Fax: (715) 985-3239



**For more information,
 contact:
 Corporation for
 National Service
 National Senior
 Service Corps
 Wisconsin Office:
 Phone: (414) 297-1118
 Fax: (414) 297-1863**



**Contact the RSVP
 office nearest you.**

Wisconsin Retired and Senior Volunteer Programs

**RSVP positively impacts communities by
 recruiting volunteers age 55 and over to
 help non-profit and public agencies deliver
 priority services to people of all ages.**

You can see us working!

Kelly House

Residential Care Apartment Complex

Community Based Residential Facility

Adult Day Care Center

121 South Fifth Street

Evansville, Wisconsin 53536

608-882-4191

My name is Diane Skinner. I am an owner of an 18 unit assisted living facility in Evansville. I am a board member of the Council on Aging. I serve on the Rock Long Term Support committee and I am a Board member of the Wisconsin Association of Residential Facilities. I am a registered nurse who has worked with the elderly for over 15 years and I love being a caregiver. I did my homework before I built my group home. I became active in the system and I am able to find my way around it so I can help my friends and clients. But I know I am not the norm. I think most people don't have a clue about how to enter the system. I think Family Care will help, but who knows when (or if) that system will help the people who need it. And if we improve access to the system so that more people know about it, will we be able to meet their needs. I am very worried about the cut in community aids. I know that this funding source was more flexible and was used to fill many unmet needs. I think that this cut along with the fact that COP funding was not increased could have a terrible impact on Rock County.

It seems as though we are doing a good job in keeping nursing home costs down. so why hasn't the COP program expanded. I am very proud of the assisted living apartments that I recently built for the elderly in Evansville. I feel I am affordable and am able to meet my residents needs in a home environment. The community option program is the funding source that my residents can turn to when their funds run out. I am less than 1/2 the cost of a nursing home. I have been around for 10 years this August. I have never had to send someone to a nursing home, their only other option, because their funds have run out. I hope I can say that next year.

Politics involved with long term care between the county, the state, the regulators, and the booming elderly housing industry seems to incredibly complicated. The different meetings that I attend each month expose me to many unanswered questions. I am impressed with the expertise of the people who attend these meetings. I think our current system of providing long term care in Wisconsin has many good parts to it and I think Rock County could be an important player in the redesign process. We all have ideas on how we can improve the system or make it more cost effective. I hope you actively involve our county providers and institute changes that make sense.

Another worry that I have is as an Employer in a field that is known to be low-paying caregiving that is, I see single parents-women, who are barely making it. It is very alarming to see families struggling to avoid losing their homes. Families who have no assets and very few supports. I wonder if the cut in community aids will impact on them. I am worried that we are losing a safety net.

April 14, 1999

Joanne Vittone
612 Milwaukee Rd
Clinton WI 53525

Committee Hearings
Committee on Human Services and Aging
Rock County Courthouse
Janesville WI

To Whom it may concern:

I would like to respond to the committee as a resident of Rock County, and also as a parent of a multi-disabled daughter. I would simply like to voice my concern over budget issues as related to services for the disabled. My role as a caretaker has now passed the nineteenth year, I believe I should now title myself as an advocate for my disabled adult daughter. I do not believe that I must continue for the duration of my lifetime to care for my daughter without assistance. Respite care has never been used by my family, because UCP of Rock County would never return my calls. My family certainly would have used this service had we been able to. We have had to use Family Support funding or had to pay privately for service. Most frequently, the most simple thing to do, is not to leave home. I write this not only for my family but for the many others who just stay at home and miss out. Please do not eliminate or reduce funding for Respite Care, or Long- term Family Care in Rock County.

Thank You,



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SENATE HUMAN SERVICES AND AGING COMMITTEE
Public Hearing
April 14, 1999

Thank you for giving me an opportunity to speak with you today.

I am a recently retired public health nurse who has had fourteen years of public health nursing experience with families living in Beloit. A major part of my work experience has been conducting home visits.

I am advocating that a portion of the tobacco settlement funds be allocated to funding home visitation programs in Wisconsin, especially those working with first time parents. My vast experience in home visiting has convinced me that home visitors play an important role in the lives of families. This is also substantiated by the plethora of research on home visiting.


Home visiting provides a unique opportunity to educate and support young parents in making lifestyle choices that contribute to improving not only their health, but the health of their children also. One behavior addressed in pregnancy and the early years of parenting is cigarette smoking. Our goal is to educate parents on how smoking negatively impacts on their health, the health of the unborn and their children's health through second hand smoke.

Home visiting occurs at critical times in the family's lives; pregnancy and during those first influential years of parenting where behaviors may be established for their remaining parenting years. Public health universally knows the value of home visiting as an effective prevention and early intervention strategy. The prevention of smoking and smoking cessation are key topics addressed in home visitation programs.

Please fund home visitation programs with funds from the tobacco settlement.

Thank you for your attention.

Respectfully submitted by


Bonnie Cunningham, RN MS

CHAPTER 140 REVIEW ADDENDUM
REVIEW FOR LEVEL II AND III

ROCK COUNTY HEALTH DEPARTMENT

Identify and document evidence of the services that address at least one objective for a level II health department and three objectives from each of the following sections of *Healthier People in Wisconsin: A Public Health Agenda for the Year 2000*.

Section	Objective	Evidence
Communicable Diseases	Section 1 - #1, #2, #3, #5, #9 Section 2 - #4, #5, #6 Section 3 - #1, #2, #3, #4, #5, #6 Section 4 - #1 Section 5 - #2	Annual Report - Agency Survey Annual Report - Agency Policy - Evaluation Annual Report - CDC Surveillance Annual Report
Chronic Disease Prevention & Control	Section 2 - #3, #5, #6, #8 Section 8 - #1	Annual Report
Injury Prevention	Section 1 - #6 Section 2 - #5 Section 4 - #3	MCH Data Sheet MCH Data Sheet MCH Data Sheet
Environmental Health	Section 1 - #1, #2, #3, #7, #9 Section 2 - #4, #5 Section 3 - #1 Section 4 - #1, #3 Section 5 - #1, #2, #3, #4	Annual Report Annual Report Annual Report Emergency Management Plans-MCU/(5) Ordinance
Reproductive/Perinatal Health	Section 2 - #1, #3, #4	Annual Report
Infant & Child Health	Section 1 - #1, #3, #4, #5, #9, #10 Section 3 - #1, #2	Annual Report - MCH Data Sheet - State Immun. Report MCH Data Sheet, Agency Standards
Adolescent Health	Section 3 - #3 Section 8 - #1, #2	Agency Data MCH Data Sheet

Review Date April 6, 1999

Senator Robson and Members of the Senate Committee on Human Services and Aging, thank you for this opportunity to discuss with you our local public health concerns. My name is Helen Krause, and I am the Rock County Public Health Officer.

Most persons here today will be talking about funds included in the budget for various programs. The local public health departments are at a disadvantage as the State of Wisconsin does not dedicate specific money for population-based programs as provided by local public health agencies. So, my remarks will focus on how the State Division of Health's decisions will be impacting the local tax burden and services to our communities.

In September, 1998, the Division of Health announced they wanted to consolidate Federal grants and do one contract with local Health Departments. Public Health believes this is an excellent concept. During this process, the following information has come forth.

The Division of Health has 77 different grant funding sources. The number of grants which will be consolidated are 7, all of which are to be administered by Public Health Departments. Health Departments will have the right of first refusal. The Wisconsin Association of Local Health Departments and Boards has asked the State staff to allow us to do several pilots first. This has been dismissed as not practical. So, we move ahead. Locally, the contract administration is going to require additional administrative time without an increase in funds. In many cases, the dollars will actually be decreased as the allocation formulas are also going to be changed. As we go into the year 2000, the formulas will be based on 1990 census data at the 1980 to 1990 rate of change. Health Departments that currently do not have all of the 7 programs will have to put out RFP's and go through a contracting process, placing this cost onto the local communities. Logic tells me if the State is freeing up administrative time, the funds used to support those dollars should be freed up and passed on to the local communities as an increase in service dollars. This is not even being considered, as the response is the State staff need the dollars as they do not get State money for the State responsibilities.

An additional problem for local Health Departments is the grant consolidation is impacted by what I call a program Y2K problem. The Agenda 2000 is soon to be obsolete. Just this year, the Division of Health is using this document to do agency audits which are part of the statute revision. The statutes require this review every 5 years. The level of health department is tied back to the number of objectives a specific department is working on which the Division will now tie back to the level of a Health Department and funding. The Agenda has raised questions on several fronts. For those of us in Public Health, the agenda is not complete enough; for others, especially some legislators, it is too detailed and too cumbersome. The agenda which we have due to the legislative involvement of the then Representative Robson and the Assembly Health Committee, has served us well and has had a number of purposes. First, as a State Public Health Plan, it sets a direction for all public health services, both public and private. Secondly, grants that have been awarded have had to be working on one of the agenda objectives. Thirdly, the Agenda sets some levels of accountability for all partners in public health, the community, the bureaucrats, and the State Legislature. The State sees the Turning Point effort as

replacing the Public Health Agenda. Turning Point works in the policy arena and is a response to the Institute of Medicine 1988 Report on Public Health. Turning Point will not replace the Public Health Agenda in setting specific health targets. Not having a Public Health Agenda will not make the health of Wisconsin citizens better, it will only make identifying the extent of problems more difficult, promote fragmentation, and reduce accountability. The grant consolidation with the increased workloads and reduction in funds and the loss of specific health objectives can only be translated into decreased services for our communities, or increased costs for our communities to just keep the status quo. Grant consolidation is a good idea, but any good idea deserves a pilot run, especially when the action has the potential of affecting the health and well-being of the population of our communities.

Thank you very much for your time.

Helen Krause

Specific things a pilot could help answer:

1. Are the outcomes being tested related to the community or State needs?
Are they reachable?
2. Will local services need to be altered to meet the outcome objectives?
3. Did anything have to change?
4. Did program costs increase or decrease?
5. How many other players are impacted with the contracting process?
6. Did the target population for whom the service is offered have to change?
7. Was the service improved? By what evaluation method?

I have also attached a copy of a summary of the objectives the Rock County Health Department programs impact. I consider this the Rock County contribution to the health of the state.

ROCK COUNTY HUMAN SERVICES DEPARTMENT

Don Mulry, Director
Nancy Fennema, Deputy Director

<p>Judy Steinbicer, Manager 757-5204 ADMINISTRATIVE SERVICES</p>	<p>Paul Haakenson, Controller 757-5152 ACCOUNTING</p>	<p>Jody Farmer, Manager 757-5175 RECORDS AND QUALITY MANAGEMENT</p>
<p>BUSINESS/ADMINISTRATIVE SUPPORT</p> <p>Services include: Business/Administrative Support and Data Entry/Word Processing with 1 Division Manager/Supervisor, 1 Unit Supervisor, and 16 staff members.</p> <p>SUMMARY</p> <p>The primary goal of Administrative Services is to provide business, budget, and fiscal monitoring, data entry, word processing, and secretarial services to the various service areas in the Department.</p> <p>ANNUAL AVERAGE</p> <p>Accounts payable transactions processed-19,187 HSRS transactions processed-50,598 Word processing documents transcribed and returned-13,942 Purchase of service contracts-130 Purchase requisitions/training requests-6,000 SPC LTS Units/Exp reports-2,138</p>	<p>ACCOUNTING</p> <p>Accounting services are provided in this Division. There is 1 Controller, 1 Unit Supervisor, 1 Collection Supervisor and 11 staff members.</p> <p>SUMMARY</p> <p>The Accounting Division provides necessary information for management decision-making, processes Human Services Department accounts payable, accounts receivable, payroll, protective payee, billing, and financial reporting.</p> <p>AVERAGE MONTHLY CASELOAD</p> <p>Average number of monthly HSRS handled-410 Average number of monthly vouchers prepared for data processing-1577 Average number of monthly payroll transactions or changes handled-916 Average number of monthly cash receipts-1806</p>	<p>RECORDS AND QUALITY MANAGEMENT</p> <p>Services include: Records and Quality Management, Support Services, Clerical Services, and Medical Records. There is 1 Division Manager, 1 Quality Improvement Assistant, 2 Data Base Coordinators, 3 Unit Supervisors, 4 Child Protective Services Support Staff, 11 Out-Patient Staff, 4 Communication Team Staff, 5 Records and Information Team Staff, 3 Materials Team Staff, 9 Medical Records Staff, and 7 Juvenile Justice Support Staff.</p> <p>SUMMARY</p> <p>The Records and Quality Management Division serves as an information and resource center providing professional, administrative, technical, and clerical support services to all programs and locations. The primary goals of the Division are to assure that a complete, accurate, reliable record is prepared, safely stored, and promptly retrievable for every client served and that complete, consistent, accurate, timely information is maintained regarding client services.</p> <p>WORK VOLUME STATISTICS</p> <p>Photocopies made for Human Services Department staff-633,131 Pieces of mail handled-309,130 Incoming telephone calls answered-168,911 Photocopies made for 2,354 external parties-37,290 Records filed-16,810 Reports typed (legal and medical reports)-5,087 Client intakes processed 2,433</p>

Don Mulry, Director 757-5270

Nancy Fennema, Deputy Director 757-5403

Sally Biddick, Manager 757-5289 CHILD PROTECTIVE SERVICES	Bob Sperling, Manager 757-8430 JUVENILE JUSTICE SERVICES	Liz Green, Manager 741-3444 ECONOMIC SUPPORT SERVICES	Dr. George M. Krebs, Clinical Dir., Manager 757-5211 OUTPATIENT SERVICES	Mike Guiselman, Manager 757-5131 ADULT COMMUNITY SERVICES	Jim Wagman, Manager 757-5110 HEALTH SYSTEM SERVICES
<p>CHILD PROTECTIVE SERVICES</p> <p>Services include: 1 Intake/Assessment Unit, 2 Assessment Units, 3 Ongoing Units, an Independent Living Program, a Substitute Care Unit, an After-Hours Services, In-Home Reunification Services Team (IRST), Family Preservation Partners in Parenting (PPP), a Family Skills Unit, First Time Parent Program, and Neighborhood Drug Use and Violence Prevention. There is 1 Division Manager, 10 Unit Supervisors, and 62 staff members.</p> <p>SUMMARY</p> <p>There are two primary purposes for Child Protective Services. To protect and control for the safety of children who are at risk of maltreatment and to provide services to families to alter the conditions which create the risk of maltreatment.</p> <p>ANNUAL FIGURES</p> <p><u>Child Protective Services-Families</u></p> <p>Families Served-1,823 Average referrals/month-152 Ongoing cases 12/31-203</p> <p><u>Child Protective Services-Children</u></p> <p>Children Served-2,703 Average referrals/month-225 Ongoing cases 12/31-386</p> <p><u>Foster Homes</u></p> <p>130 Licensed foster homes</p>	<p>JUVENILE JUSTICE SERVICES</p> <p>Services include: Juvenile Probation, Adolescent Services Center, Child Welfare, Children Coms, First Learnfare Case Management, Intensive Probation/Aftercare, Family Treatment Services, and a Detention Unit. There is 1 Division Manager, 1 Superintendent, 3 and 5 Shift Unit Supervisors, and 66 staff members.</p> <p>SUMMARY</p> <p>The Juvenile Justice Systems Division is comprised of the Adolescent Services Center, Juvenile Probation, and the Juvenile Detention Center. A continuum of services has been developed within the Division. Additionally, Triage Juvenile Justice Specialists interface with the Division to assist in the assessment of individual family strengths and treatment needs.</p> <p>AVERAGE ANNUAL FIGURES</p> <p><u>Adolescent Services Center</u></p> <p>Clients served-1,199 Discharges-916 Census or Open Caseload-283</p> <p><u>Juvenile Detention Center-Shelter</u></p> <p>Clients served-1,014 Average Census or Caseload-13 Clients Discharges-1,000 Census or Open Caseload-13</p> <p><u>Juvenile Detention Center-Secure</u></p> <p>Clients served-1,644 Average Census or Caseload-21 Clients Discharges-1,626 Census or Open Caseload 18</p> <p><u>Juvenile Probation-On Probation</u></p> <p>Clients served-1,526 Discharges-597 Census or Open Caseload-929</p> <p><u>Juvenile Probation-Referrals</u></p> <p>Clients served-3,548 Average Census or Caseload-296</p>	<p>ECONOMIC SUPPORT SERVICES</p> <p>Services include: 5 Economic Support Units and an Economic Support Trainer. There is 1 Division Manager, 6 Unit Supervisors, and 42 staff members.</p> <p>SUMMARY</p> <p>The Economic Support Services Division provides public assistance programs to the citizens of Rock County. These direct service programs include W-2, Medical Assistance, Food Stamps, Energy Assistance, employment and training programs, and child care.</p> <p>AVERAGE MONTHLY CASELOAD</p> <p>Monthly caseload for Economic Support-4,733 families</p> <p>1,99</p>	<p>OUTPATIENT SERVICES</p> <p>Services include: Counseling Centers, Triage, Psychiatry Services, and the Intoxicated Driver Program. There is 1 Division Manager, 4 Staff Physicians, and 15 staff members.</p> <p>SUMMARY</p> <p>The Rock County Human Services Department operates certified out-patient clinics in Beloit and in Janesville. A full range of mental health assessments, and treatment services, as well as Alcohol and Other Drug Abuse assessment services are available at both locations.</p> <p>ANNUAL FIGURES</p> <p><u>Out-Patient - Beloit Counseling Center and Janesville Counseling Center</u></p> <p>Clients served-1,359 Average Census or Caseload-629 Discharges-699 Census or Open Caseload-608 Individuals Seen-5,768 Total Visits-23,917</p> <p><u>Intoxicated Driver Program</u></p> <p>Clients served-1,175 Average Census or Caseload-435 Discharges-911 12/31 Census or Open Caseload-447</p> <p><u>Youth Triage</u></p> <p>There were a total of 939 clients served (counted with Adolescent Services Center)</p>	<p>ADULT COMMUNITY SERVICES</p> <p>Services include: Crisis Intervention, Community Support, and Long Term Support Services. There is 1 Division Manager, 4 Unit Supervisors, 1 Doctor, and 35 staff members.</p> <p>SUMMARY</p> <p>The Adult Community Services Division provides assessment and referral through the Crisis Intervention Unit for mental health and AODA related issues. The division also provides direct support related to matters of everyday living through a coordinated case management system for people who are elderly, physically handicapped and mentally ill and who live in the community.</p> <p>ANNUAL AVERAGE CASELOAD</p> <p><u>Community Support Program</u></p> <p>Clients served-217 Discharges-18 12/31 Census or Open Caseload-205</p> <p><u>Crisis Intervention</u></p> <p>Clients served-5,912 Average Census or 1-Caseload-493 contacts/month</p> <p><u>Long Term Support</u></p> <p>Clients served-5,600 Average Census or Caseload-470</p>	<p>HEALTH SYSTEM SERVICES</p> <p>Services include: Psychiatric Hospital and Community Nursing. There is 1 Division Manager, 1 Director of Nursing, 1 Nurse Manager, 6 Doctors, and 41 staff members.</p> <p>SUMMARY</p> <p>The Health System Services Division, Psychiatric Hospital, provides a safe setting for stabilization of acute psychiatric symptoms with an emphasis on medication stabilization. The goal is to return individuals to community based treatment settings as quickly as possible. The Health System Services Division provides nursing services in the areas of Juvenile Detention, Inpatient and Out-patient, Mental Health, and Alcohol and Drug Treatment. A wide range of specialized programs are available to individualize treatment programs. These programs provide treatment for all age groups from the adolescent to the elderly.</p> <p>ANNUAL AVERAGE CENSUS/CASELOAD</p> <p><u>Psychiatric Hospital</u></p> <p>Clients served-1,285 Average Census-12 Discharges-1,252 12/31 Census or open Caseload-13</p>

Human Services Department
Administrative Department
2nd Floor - Health Care Center
3530 North County Trunk F
P. O. Box 1649
Janesville, WI 53547

Adolescent Services Center
3506 North U.S. Highway 51
P.O. Box 1649
Janesville, WI 53547

Child Protective Services
3530 North County Trunk F
P.O. Box 1649
Janesville, WI 53547

Medical Records
3530 North County Trunk F
P. O. Box 1649
Janesville, WI 53547

Psychiatric Hospital/Crisis Intervention
3530 North County Trunk F
P.O. Box 1649
Janesville, WI 53547

Community Support Program
35 South Main Street
Janesville, WI 53545

Intoxicated Driver Program
37 South Main Street
Janesville, WI 53545

Janesville Counseling Center
3506 North U.S. Highway 51
P.O. Box 1649
Janesville, WI 53545

Juvenile Detention Center
210 East U.S. Highway 14
Janesville, WI 53545

Juvenile Probation - Janesville
3506 U.S. Highway 51
P.O. Box 1649
Janesville, WI 53547

Rock County Job Center
1900 Center Avenue
Janesville, WI 53546
Economic Support
Independent Living
Long Term Support
Beloit Counseling Center
322 Brod Street
Beloit, WI 53511

Community Support Program
822 Broad Street
Beloit, WI 53511

Juvenile Probation - Beloit
822 Broad Street
Beloit, WI 53511

Tommy G. Thompson
Governor

Linda Stewart, Ph.D.
Secretary

J. Jean Rogers
Division Administrator



ECONOMIC SUPPORT
201 East Washington Avenue
P.O. Box 7935
Madison, WI 53707-7935
<http://www.dwd.state.wi.us/>

State of Wisconsin

Department of Workforce Development

April 8, 1999

Re: Review of Draft W-2 Request for Proposal Document

Dear Interested Parties:

The purpose of this letter is to ask for your assistance in reviewing a draft Request for Proposal (RFP) for contracts for Wisconsin Works (W-2). The contracts are for the time period January 1, 2000 through December 31, 2001. This review is one of the final steps before the RFP is formally issued.

This is not a bid. Rather, as a potential proposer for a contract or an interested party, this is your opportunity to have input on the requirements, specifications and RFP procedures. Your response is optional and will in no way affect your eligibility to submit a proposal.

You may obtain a copy of the draft RFP by:

- Picking up a copy from Gayle Hariu, Room 166, GEF 1 building, 201 East Washington Ave., Madison, WI, on Monday, April 12, 1999, through Wednesday, April 21, 1999 (8:30 a.m. through 4:30 p.m. each business day);
- Requesting a copy to be mailed to you (please allow three days for mailing) by contacting Gayle Hariu by e-mail (preferred) at hariuga@dwd.state.wi.us or (608) 267-3946. If you leave a voice mail message, please clearly state your name and mailing address and spell any unusual names; or
- Accessing a copy on the Internet (available approximately Tuesday, April 13, 1999, through Wednesday, April 21, 1999). Go to <http://www.dwd.state.wi.us/des/> and click on the link for Draft W-2 RFP.

Please review the RFP and provide your comments as soon as possible but no later than Wednesday, April 21, 1999. An informal timely response will be more helpful than a formal response received after this date. Please respond by fax or e-mail to Jude Morse (608) 267-3240 (fax) or morseju@dwd.state.wi.us. Be sure to reference the RFP section number and section title for each item, make your comments as specific as possible, and offer proposed solutions and additions.

Example:

Item: RFP section 8.6.2 – Disclosure of Lobbying Activities.

Comment: It's not clear to me whether or not proposers must also submit the instructions at the end of the form.

Suggestion: This should not be necessary, and I recommend you add a comment to that section stating the instructions sheet does not need to be included in the proposal. Consider this for the other instruction-type pages, too.

Draft W-2 RFP
April 8, 1999
Page 2

While comments on any portion of the document are welcome, please include the following in your review:

- Is the RFP clear? Are we missing anything?
- Are we requesting reasonable and appropriate information?
- As a potential proposer, are the page limits reasonable (e.g., see RFP section 7.1.7 - Executive Summary and RFP section 4.7.1 - Proposal Organization and Submission Requirements/General Instructions)?
- As a potential proposer, is there sufficient detail and background information for your agency to respond to the RFP?
- Are there provisions that are particularly onerous, troublesome or unclear? If so, which ones and how might they be improved?

You are also on our mailing list to receive the formal RFP when it is issued. If it should be directed to someone else in your organization, please include this in your comments. If you are not interested in receiving future information about this process, please let us know that also, so that the expense of sending unnecessary copies of the RFP materials can be avoided.

Finally, the focus of this review is the upcoming selection and contracting process. If you have comments on W-2 policies or the W-2 program, please feel welcome to submit them in writing directly to me and under separate cover from your comments on this draft RFP.

Thank you for your help.

Sincerely,


J. Jean Rogers
Administrator

REQUEST FOR PROPOSAL (RFP)
TO ADMINISTER WISCONSIN WORKS (W-2)
AND RELATED PROGRAMS

ISSUED BY:

STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
RFP # DWD-1808-GS
April 1999

For further information regarding this RFP, contact:

The Department of Workforce Development is an equal opportunity
employer and service provider.

This document is available in computer disk format.

This document can be made available in accessible formats to qualified individuals with disabilities.

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1. ANTICIPATED TIMETABLE

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 State. In the event that the State 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 an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>Item/Activity</u>	<u>Date</u>
a) RFP Issued	April 29, 1999
b) Procurement Library Open.....	April 29, 1999- December 30, 1999
c) Request to Remain on Mailing List Due	May 19, 1999 (4:00 p.m., Central Time)
d) Questions Due to the State for Proposer Agency Conference.....	May 19, 1999 (4:00 p.m., Central Time)
e) Proposer Agency Conference.....	May 28, 1999 (10:00 a.m., Central Time)
f) Right of First Selection (RFS) Proposals Due.....	June 16, 1999 (4:00 p.m., Central Time)
g) Notify Successful RFS Proposers of Award and Announcement of Additional Competitive W-2 Geographic Areas (if any)	July 19, 1999*
h) Competitive Proposals Due.....	July 28, 1999 (4:00 p.m., Central Time)
i) Oral Presentations for Competitive Proposals (if any).....	August 26-31, 1999*
j) Notification of Intent to Award Contracts.....	September 7, 1999*
k) Contracts Issued by DES.....	September 21, 1999*
l) Pre-Contract Phone Conference	September 22, 1999*
m) Signed Contracts Due to DES by W-2 Agencies	November 2, 1999*
n) Start-up Contracts Implemented (as needed)	November 3- December 31, 1999*
o) Prepayment Checks Mailed.....	December 30, 1999*
p) Contract Effective Date.....	January 1, 2000

*Estimated

2. REQUEST TO REMAIN ON MAILING LIST

DUE DATE May 19, 1999
Failure to submit this request may result in your agency not receiving RFP addenda and other information.

Prospective proposers are requested to submit a Request to Remain on Mailing List by 4:00 p.m. (Central Time), May 19, 1999, to Jude Morse (see RFP cover page).

Failure to submit a timely and complete Request to Remain on Mailing List will not preclude the submission of a proposal, nor does its submission require that the prospective proposer submit a proposal.

However, only those prospective proposers submitting a timely and complete Request to Remain on Mailing List will remain on the mailing list for: (a) RFP addenda or clarifications (if any); (b) answers to written questions; (c) notices of changes to the procurement schedule specified above (if any); and (d) any other information from the Department regarding this RFP. Such notifications will be sent via electronic mail to the e-mail address of the contact person identified in the received Request to Remain on Mailing List. (See RFP section 4.3, E-Mail Communications.)

INSTRUCTIONS

STEP 1 — Complete (a) through (f) below:

a. Proposing Agency Name	
b. Request for Proposal Contact — The person listed will receive all RFP-related materials and should serve as your agency's sole point of contact during the RFP process. This person will be notified of all RFP addenda and will also receive the notice of intent to award described in RFP section 5.6.	
Name and U.S. mail address	Telephone(s): Fax: E-mail:
c. Geographic area(s) of interest:	
d. Name of person completing this form (printed):	e. Signature of person completing this form:

STEP 2 — (Optional) Include your final written questions as described in RFP section 4.1. Questions may also be submitted via e-mail and at any time prior to this deadline. See RFP section 4.1 for details.

STEP 3 — Add a cover page and fax to (608) 267-3240, attention Jude Morse (see RFP cover page), by the deadline in the box at the top of this page. DO NOT follow fax with hard copy. Keep a copy of all submitted materials for your records. The state will confirm receipt of your agency's Request to Remain on Mailing List via e-mail, phone or fax.

3. GENERAL INFORMATION

3.1 Introduction and Background

The purpose of this RFP is to solicit proposals and select agencies to administer W-2 and related programs in designated geographic areas in Wisconsin.

The W-2 program seeks to provide a broad array of employment and training services to help eligible Wisconsin residents obtain and maintain viable, self-sustaining employment. W-2 accomplishes this goal by providing needed services in a comprehensive fashion; from job readiness motivation to job retention and advancement skill training. W-2 employment and training services are available to any eligible Wisconsin resident unable to sustain employment or advance in the job market; W-2 services are not limited to recipients of cash assistance. The W-2 program will not, however, help those who are unwilling to help themselves. The following eight philosophical principles guide the W-2 program:

1. For those who can work, only work should pay.
2. W-2 assumes everybody is able to work, or if not, at least capable of making a contribution to society through work activity within their abilities.
3. Families are society's way of nurturing and protecting children, and all policies must be judged in light of how well these policies strengthen and support the responsibility of both parents to care for their children.
4. The benchmark for determining the new system's fairness is by comparison with low income families who work for a living, not by comparison with those receiving various government benefit packages.
5. There is no entitlement. The W-2 reward system is designed to reinforce behavior that leads to independence and self-sufficiency.
6. Individuals are part of various communities of people and places. W-2 operates in ways that enhance the way communities support individual efforts to achieve self-sufficiency.
7. The W-2 system provides only as much service as an eligible individual asks for or needs. Many individuals do much better with just a "light touch."
8. W-2's objectives are best achieved by working with the most effective providers and by relying on market and performance mechanisms.

The goal of W-2 is to help Wisconsin families reach self-sufficiency through work. When participants are deemed unable to find or keep unsubsidized employment on their own, W-2 provides the needed services to prepare the participant for this ultimate goal.

3.2 Policies for W-2 and Related Programs

The selected W-2 agency is responsible for W-2 and related program activities in accordance with the Department's policies. The W-2 agency will comply with the Department's Policies and Procedures. The Affidavit (Attachment C to the Proposal) includes a statement that the proposer agency will comply with all terms, conditions, and response items required by the State in this Request for Proposal and the terms of the proposer agency's proposal.

The Department's policies include, but are not limited to the following:

- W-2 application; eligibility dates and reviews;
- Financial and non-financial eligibility;
- W-2 time limits;
- Case processing requirements; verification, fraud detection and prevention, overpayment recovery, reporting changes, confidentiality;
- Front-end verification and fraud referrals;
- Assessments;
- Placements in the W-2 ladder;
- Participant Employability Plans;

- W-2 placements; Unsubsidized Employment, Trial Jobs, Community Service Jobs, W-2 Transitions;
- Caretaker of an Infant benefits;
- Education and Training provisions;
- Referral to appropriate service;
- Working with employers;
- W-2 payments and payment reductions;
- Learnfare requirements;
- Job Access Loans requirements;
- Case management for non-custodial parents, pregnant women and minor parents;
- Child care eligibility;
- Child Support referrals;
- Children First (optional);
- Employment Skills Advancement Program;
- Emergency Assistance;
- Food Stamps;
- Medicaid/BadgerCare;
- Transportation assistance;
- Fact Finding/Fair Hearings;
- Refugee Cash Assistance and Medicaid;
- Community Steering Committees;
- Children Services Network; and
- Job Center Standards.

The Governor's 1999-2001 Biennial Budget request includes many new initiatives and policy changes the W-2 agency will be responsible for implementing if enacted. Proposer agencies are strongly encouraged to review the Procurement Library materials related to the 1999-2001 Biennial Budget bill. W-2 agencies will be required to submit a detailed W-2 agency plan modification (subject to the review and approval of the DES Contract Manager) explaining appropriate implementation and/or coordination strategies the W-2 agency will enact to successfully implement any new biennial budget mandates.

3.3 Procuring and Contracting Agency

The Department will be the sole State procuring and contracting agency. The Department is the sole point of contact for the State of Wisconsin during the selection process.

3.4 Eligible Entities to Propose

Entities eligible to propose under this RFP include, but are not limited to:

- Government agencies;
- Private, for profit entities;
- Private, not-for-profit entities; and
- Tribal governing bodies.

See also RFP section 7.1 Program Identification/Organization.

3.5 Prime Proposer

Use of subcontractors is permitted, and consortia arrangements are encouraged. Where a proposal is submitted by more than one agency, one of the agencies must be designated as the prime proposer and the other agencies as subcontractors.

The prime proposer will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract, including but not limited to insurance, affirmative action, and civil rights requirements. If subcontractors are to be used, the proposer must clearly explain their participation.

3.6 Minority Business Subcontractors

The Department is committed to the promotion of minority business in the State's purchasing program. Authority for this program is found in sections 15.107(2), 16.75(4), 16.755 and 540.036 of the Wisconsin Statutes.

The successful agency will be encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. Details about this program may be found at: <http://www.doa.state.wi.us/dsas/mbe.htm>.

3.7 Right of First Selection

W-2 agencies operating under the 1997-1999 W-2 Contract had the opportunity to earn the Right of First Selection for the next cycle of W-2 contracts. Appendix D to the RFP identifies the geographic areas where agencies earned the Right of First Selection and the geographic areas which are available for proposer agencies to submit competitive proposals. Information will be provided during the procurement process to identify additional (if any) W-2 geographic areas available for competition under this RFP.

A W-2 agency which has earned the Right of First Selection may relinquish that right, by providing written request on the official letterhead of the W-2 agency. The written request must be signed by the W-2 agency's authorized representative and sent to Jude Morse (see RFP cover page).

In the event that one or more agencies relinquish their Right of First Selection, Appendix D to the RFP will be updated.

The Right of First Selection is not transferable to any other agency.

3.8 W-2 Geographic Areas

With the exception of Milwaukee County (which is divided into six (6) regions) and federally recognized American Indian reservations, W-2 geographic areas are established along county boundaries.

3.9 Proposals Covering Multiple Geographic Areas

Prospective proposers may wish to form a consortium of multiple geographic areas for the purpose of submitting a proposal under this RFP. Benefits of operating W-2 and related programs as a consortium may include: having flexibility among and between individual agency allocations; economies of scale; a combined base for determination of performance; enhanced ability to respond to changes in caseloads.

Each proposal submitted must conform to the requirements specified in the RFP.

Consortiums may be developed under the following circumstances:

- A group of agencies, all of which earned the Right of First Selection and which are all in the same Workforce Development Area. One of the consortium agencies must be designated as the lead agency for the consortium with whom the Department will contract on behalf of the other agencies in the consortium. A proposal submitted for the consortium of this type must include written authorization from the proposer agency's authorized representative for each of the proposer agencies, indicating that the proposer agency is exercising their Right of First Selection through the lead agency.

- A group of agencies, all of which either did not earn Right of First Selection or relinquish Right of First Selection and which are all in the same Workforce Development Area. One agency or one agency in the consortium must be designated as the lead agency for the consortium with whom the Department will contract on behalf of other agencies in the consortium.

3.10 Contract Term

The contract term will be January 1, 2000, through December 31, 2001.

3.11 Funding Available

Contracts will be awarded on a cost ceiling price basis with performance bonuses and penalties. The W-2 agency will receive a fixed amount contract for serving the eligible population in the applicable geographic area. The Department also maintains a contingency fund intended to address significant economic downturns on either a statewide or local basis; the Department determines if releasing contingency funding is necessary.

3.12 Job Centers

The W-2 program will be operated within the Job Center system. There are several models for operation, ranging from full co-location of W-2 services at the Job Center to being linked electronically within a Job Center network, with the preference to integrate W-2 services into the Job Center system as much as possible. As a partner in the Job Center, the W-2 agency may share in reasonable and allowable costs, which are allocated in accordance with the W-2 cost allocation plan submitted to DES. For example, W-2 agencies may provide receptionist and resource area staffing and other financial support to Job Centers.

The W-2 agency's service delivery must be the same or similar to Model A or Model B service delivery as described in Appendix H to the RFP unless this requirement is waived by the Department and an alternative that is mutually agreeable to the Department and the proposer agency is established as part of the RFP process.

Job Centers represent a single point of delivery where both job seekers and employers are able to receive quick and easy access to a wide range of employment services. An individual walking into a Job Center will access a receptionist for guidance to the appropriate services. In addition, a resource specialist will be available to help people determine what type of assistance will be most useful.

Job Centers offer an extensive array of services, including information about jobs, careers, and the area labor market, as well as access to training programs, testing, and assessment of individual job seeker skills and interests, job referrals, job search assistance, and job opportunities.

All Job Centers offer the following "core services":

- a computerized listing of job openings, on-site or through access to JobNet on the Internet;
- the ability for employers to input job listings electronically;
- assistance with job search skills; testing and assessment;
- information on education and training programs; and,
- automated links to the unemployment insurance system.

Job Centers are the focal point for employers and job seekers wishing to become part of the world class workforce in Wisconsin.

Job Center Standards apply to all of the partners in a Job Center.

3.13 Workforce Investment Act

The W-2 agency is responsible for coordination with the appropriate local workforce board as the local board performs its planning and oversight functions under the Workforce Investment Act of 1998, Public Law 105-220.

3.14 Performance Standards

The W-2 agency must comply with the Performance Standards for the administration of W-2 and FSET established by the Department. The Performance Standards criteria are:

- Entered Employment Placement Rate (required);
- Wage Rate (required);
- Job Retention Performance Score (required);
- Full and Appropriate Engagement (required);
- Basic Education Activities (required);
- Available Employer Provided Health Insurance Benefits (required); and
- Faith-Based Contracts (optional).

(See chart next six (6) pages and RFP section 6.8 Performance Bonuses.)

PERFORMANCE STANDARDS

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

This chart is the required Performance Standards for:

1. Base Contract requirement compliance (in addition to the other standards included in the Department's policies);
2. Restricted Use Performance Bonus (4%);
3. Unrestricted Use Performance Bonus (3%); and
4. Right of First Selection for the next W-2 Contract (contract period 2002-2003). (Right of First Selection shall be the same as meeting Base Contract requirements for all criteria.)

Information will be measured on a calendar quarter basis for the period of January 1, 2000 through December 31, 2001. (Right of First Selection will be measured for the period January 1, 2000 through December 31, 2000.) An average for all quarters will be calculated to determine if the criteria have been met.

Note: For a new W-2 agency, the first quarter will be excluded from each calculation to reflect agency start-up and transition, unless the W-2 agency requests the inclusion of the first quarter data.

CRITERIA	MEASURING TOOL	BASE CONTRACT BENCHMARK LEVEL	4% BONUS BENCHMARK LEVEL	3% BONUS BENCHMARK LEVEL
<p>ENTERED EMPLOYMENT PLACEMENT RATE: The Entered Employment Placement rate is calculated by dividing an agency's number of Entered Employment placements reported by the total number of participants served by the agency.</p> <p>This criteria applies to all full and part time jobs lasting 30 days or more, as reported for participants in FSET and W-2 participants in subsidized employment (W-2 T, CSJ, and Trial Jobs) and case management positions.</p>	<p>New Report (to be developed) using:</p> <ul style="list-style-type: none"> • Entered Employment entries on CARES screen WPEH. • CARES Work Program extract files which cumulatively count new enrollees. 	<p>35% or more of the total participants served by the agency have an Entered Employment placement reported.</p>	<p>40% or more of the total participants served by the agency have an Entered Employment placement reported.</p>	<p>45% or more of the total participants served by the agency have an Entered Employment placement reported.</p>

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RFP # DWD-1808-GS

CRITERIA	MEASURING TOOL	BASE CONTRACT BENCHMARK LEVEL	4% BONUS BENCHMARK LEVEL	3% BONUS BENCHMARK LEVEL
<p>WAGE RATE: The Base Wage Rate at placement for Entered Employments is defined as the wage rate attained during 1998 for the agency's FSET and W-2 population and increased by 2.5%. (See Appendix J to the RFP.) In areas where no wages were reported, or the only wage reported was significantly higher than the usual wages, the Statewide Average Wage was used.</p> <p>This criteria applies to FSET and W-2 participants.</p>	<p>MEASURING TOOL</p> <ul style="list-style-type: none"> Entered Employment wage rate entries on CARES screen WPEH. 	<p>BASE CONTRACT BENCHMARK LEVEL</p> <p>The Base Wage Rate.</p>	<p>4% BONUS BENCHMARK LEVEL</p> <p>The Base Wage Rate plus a 5% increase.</p>	<p>3% BONUS BENCHMARK LEVEL</p> <p>The Base Wage Rate plus a 10% increase.</p>
<p>JOB RETENTION PERFORMANCE SCORE: The Job Retention Performance Score is made up of the average of:</p> <ol style="list-style-type: none"> the percentage of participants with a 30-Day Follow-Through Contact Due that remain employed at the 30-Day Follow-Through Contact; and the percentage of participants with a 180-Day Follow-Through Contact Due that remain employed at the 180-Day Follow-Up Contact. <p>This criteria applies to participants in FSET and W-2 subsidized and case management positions for whom an Entered Employment transaction was reported for full or part time jobs lasting 30 days or more.</p>	<p>CARES report CWP040RJ (C549) measures 30 and 180 day Follow-Through contacts and results.</p> <p>A report will summarize the Job Retention Performance Score (to be developed.)</p>	<p>A Job Retention Performance Score equal to or greater than 70%.</p>	<p>The Job Retention Performance Score equal to or greater than 75%.</p>	<p>The Job Retention Performance Score equal to or greater than 80%.</p>

CRITERIA	MEASURING TOOL	BASE CONTRACT BENCHMARK LEVEL	4% BONUS BENCHMARK LEVEL	3% BONUS BENCHMARK LEVEL
<p>FULL AND APPROPRIATE ENGAGEMENT: Appropriate engagement for each participant is defined as:</p> <ul style="list-style-type: none"> • Having a current employability plan entered in CARES, printed and signed or sent to the participant; and • For each FSET mandatory participant (as identified on the AIWP CARES screen), engagement in appropriate activities for at least 27 hours per week, and • For each W-2 subsidized employment position (W-2 T, CSJ and Trial Job) participant, engagement in appropriate activities for at least 30 hours per week including activities associated with special barriers. <p>For each two-parent family not receiving state subsidized child care, either parent must be engaged in appropriate activities for 35 hours per week. For each two-parent family receiving state subsidized child care, both parents must be engaged for a total of 55 hours per week.)</p>	<p>Data from EOS Report 740RC and EOS Report 748B for W-2 cases.</p> <p>An FSET EOS Report (to be developed.)</p>	<p>80% or more of the total adult subsidized employment positions are engaged in appropriate activities for the required number of hours.</p>	<p>85% or more of the total of adult participants in FSET and W-2 subsidized employment positions are engaged in appropriate activities for the required number of hours.</p>	<p>90% or more of the total adult participants in FSET and W-2 subsidized employment positions are engaged in appropriate activities for the required number of hours.</p>

4/9/99 DRAFT
RFP # DWD-1808-GS

CRITERIA	MEASURING TOOL	BASE CONTRACT BENCHMARK LEVEL	4% BONUS BENCHMARK LEVEL	3% BONUS BENCHMARK LEVEL
<p>BASIC EDUCATIONAL ACTIVITIES: Assigned activities include appropriate education and training for all adult participants who do not have a high school diploma or its equivalency. Basic education activities may include GED/HSED, basic education, literacy, English as a Second Language and high school. This criteria applies to:</p> <ul style="list-style-type: none"> • voluntary and mandatory FSET participants. • all W-2 subsidized employment positions (W-2 T, CSJ, Trial Jobs); and, 	<p>Data from EOS Report 740RD and EOS FSET GED report (to be developed) will be totaled with each case being equally counted.</p>	<p>80% or more of the total of a) mandatory FSET adult participants; who are not high school graduates and b) adults in W-2 subsidized employment positions who are not high school graduates, determined by the CARES ANSE screen, that are assigned to appropriate educational activities entered on the CARES WPCH screen.</p>	<p>85% or more of the total of a) mandatory and voluntary FSET adult participants; who are not high school graduates and b) adults in W-2 subsidized employment positions who are not high school graduates, determined by the CARES ANSE screen, that are assigned to appropriate educational activities entered on the CARES WPCH screen.</p>	<p>90% or more of the total of a) mandatory and voluntary FSET adult participants; who are not high school graduates and b) adults in W-2 subsidized employment positions who are not high school graduates, determined by the CARES ANSE screen, that are assigned to appropriate educational activities entered on the CARES WPCH screen.</p>
<p>AVAILABLE EMPLOYER PROVIDED HEALTH INSURANCE BENEFITS: Employer provided health insurance benefit is available and identified in CARES no later than 180 days of an Entered Employment transaction. This criteria applies to all FSET and W-2 participants with an Entered Employment transaction.</p>	<p>The number of Entered Employments with available employer provided health insurance benefits and identified in CARES on screen WPEH or WPFT (all information is displayed on WPEH), no later than 180 days of entered employments is divided by the number of Entered Employments to calculate the Available Employer Provided Health Insurance Benefits ratio.</p>	<p>A ratio of 5% greater than the comparable agency ratio for the period January through December 1998.</p>	<p>A ratio of 10% higher than the comparable agency ratio for the period January through December 1998.</p>	<p>A ratio of 15% higher than the comparable agency ratio for the period January through December 1998.</p>

CRITERIA	MEASURING TOOL	BASE CONTRACT BENCHMARK LEVEL	4% BONUS BENCHMARK LEVEL	3% BONUS BENCHMARK LEVEL
<p>FAITH BASED CONTRACTS: There is a valid contract between the W-2 agency and a faith-based provider to provide face to face services to W-2 participants in return for funding from the W-2 contract. A contract must be signed and in effect for seven of the eight quarters of the W-2 contract period. The contract does not need to be with the same provider for the entire period.</p>	<p>Copy of the signed contract(s) submitted to the DES Contract Manager.</p>	<p>None.</p>	<p>Not applicable.</p>	<p>This criteria may replace any one of the criteria for the 3% unrestricted Performance Bonus as long as an agency met the Base Contract requirements in all categories and the 4% restricted Performance Bonus Benchmark in the same category for which this criteria is a replacement.</p>

One Case Credit

The one case credit will apply when:

- a) The Department makes the final determination after contract close-out of whether a W-2 agency meets the benchmark levels for Performance Standard criteria;
- b) The W-2 agency does not meet the benchmarks for one or more of the following criteria:
 - i) Entered Employment (EE) Placement Rate;
 - ii) Job Retention Performance Rate;
 - iii) Full and Appropriate Engagement; and/or
 - iv) Basic Educational Activities;
- c) At least one of the W-2 agency's cases does not meet one or more of the benchmarks for the criteria in b) above; and
- d) The W-2 agency would meet a benchmark for the criteria (listed in b) above) if one case that did not meet the criteria instead was considered by the Department to meet the criteria.

The one case credit will apply once per criteria listed in b) above.

The application of the one case credit will result in the W-2 agency meeting the next benchmark level beyond the benchmark level that the W-2 agency would otherwise meet for the criteria, and not any additional benchmark levels for that criteria.

4. PROCUREMENT PROCESS

The Department will conduct the procurement process for this RFP in accordance with the federal regulations contained in 42 CFR 434.10, 45 CFR 95.613, and 45 CFR 74. The process for selecting W-2 contractors under this RFP is exempted from Section 16.75(1) to (5), 16.705, 16.72(2)(e), (f) and (5), Wisconsin Statutes.

4.1 Contact Point and Clarification of Specifications and Requirements

All questions regarding the procurement process under this RFP shall be submitted, in writing, to Jude Morse (see RFP cover page).

Prospective proposers may submit technical and contractual questions raised by this RFP in writing to the State at the address given on the cover page. For purposes of this provision, e-mail and fax also qualify as "in writing".

Be sure to reference the RFP page number and section for each question submitted. Make questions as specific as possible and offer proposed solutions to perceived problems. The State reserves the right to combine similar questions and issue a single response. The State also reserves the right to not respond to questions which are unclear or of a general nature.

Read this entire document. Questions received later than the stated deadline (see RFP Part 1, Anticipated Timetable) may not be answered.

4.2 RFP Addenda

The Department reserves the right to modify, at its sole discretion, this RFP at any time prior to the proposal due date by issuing written addenda. This includes, but is not limited to, revisions, additions, clarifications, and/or deletions.

This RFP and any written addenda to the RFP shall become part of the final contract. The Department will send addenda to all proposer agencies that submit a timely Request to Remain on Mailing List. At its option, the State may issue addenda by mail, e-mail, fax or any combination of the three. In the event of a discrepancy between the versions of the same addendum, the hard copy on file with the Department shall prevail.

4.3 E-Mail Communications

After submission of the Request to Remain on Mailing List deadline (see RFP Part 1, Anticipated Timetable), the State fully expects to use e-mail as the primary method of communication with all proposer agencies. Upon receipt of each proposer agency's Request to Remain on Mailing List, the State will e-mail a confirmation to the designated Request for Proposal Contact for each agency to verify e-mail connectivity. All proposer agencies are advised to be looking for this confirmation and to make sure their e-mail systems are operating properly. The State will not be responsible for messages not received due to e-mail transmission problems.

Proposers without e-mail connectivity will receive confirmations, addenda, and other RFP communications via fax or surface mail as deemed timely and appropriate by the State. These proposers will bear the burden of the time delays due to the alternate method of communication.

4.4 Entire Agreement and Order of Precedence

The terms and conditions contained in this RFP document constitute the basis for this procurement and any resulting contracts. This RFP, as well as the accepted proposal, will become part of any agreement between the parties. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

The RFP and the accepted proposal will be incorporated into each contract. Any ambiguity or inconsistency among those documents shall be resolved by applying the following order of precedence:

- a) The contract document, including any amendments;

- b) The contractor's proposal submitted in response to the RFP, including any amendments;
- c) The RFP and its appendixes, including any addenda;

These documents shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be binding unless expressly agreed to in writing by the W-2 Administrator.

The summary of items in RFP Part 7 (Response Items) also establish terms and conditions, and as part of this RFP become part of the resulting contract(s).

4.5 Procurement Library

(See Appendix A to the RFP, Contents of Procurement Library.)

The Department has established a Procurement Library containing reference materials related to W-2 and related programs. This information has been assembled at eight (8) sites (see below and Appendix G to the RFP) by the Department to provide all proposer agencies equal access to such information. The contents of the Procurement Library are identified in Appendix A to the RFP.

Materials, documentation, and other written information will be available for review at any Procurement Library beginning on the date this RFP is issued and ending on December 30, 1999. The State reserves the right to add additional materials to the Procurement Library at any time until five (5) business days prior to the competitive proposal due date. If any additional information is added to the Procurement Library, agencies returning the Request to Remain on Mailing List will be promptly notified.

Some information will also be available electronically through the Internet. The Internet address is given in Appendix A to the RFP.

Access to Library by Appointment Only - Prospective proposers may have access to the Procurement Library up until December 30, 1999, by contacting the Department for an appointment:

Janet Pugh or Sheila Harsch
Department of Workforce Development
Employment and Training Library
201 East Washington Avenue, Room 251X
P.O. Box 7946
Madison, Wisconsin 53707-7946
Telephone: (608) 266-2832
Fax: (608) 261-7979
TDD: (608) 267-0477
E-mail: pughj@DWD.state.wi.us

Or any of the seven (7) DES regional offices/Contract Managers (see Appendix G to the RFP)

Appointments should be made at least one (1) business day in advance. Proposers may review Procurement Library materials from 8:30 a.m. to 11:30 a.m. and from 1:00 p.m. to 4:00 p.m. (Central Time), Monday through Friday, with the exception of official State holidays. If reasonable accommodations are necessary, proposers should so specify when making the appointment.

Copying of Library Materials - Except as provided below, no materials shall be removed in whole or in part, from the Procurement Library, nor shall prospective proposers or their representatives write on, or otherwise deface, any materials in the Procurement Library.

Proposers must arrange for their own photocopying. To allow proposers to arrange for their own copying, an extra copy of Procurement Library materials has been created to allow proposers to check-out documents for a 24-hour period (one business day). Proposers may contact Department staff (see listing of sites) to arrange for check-out and to receive a copy of the Yellow Pages for area photocopy shops.

Copying will not be available on site at the Procurement Library.

Accuracy - While a reasonable attempt was made to gather the most accurate information available for this Procurement Library at the time this RFP was released, the Department disclaims responsibility for the accuracy or completeness of the materials, information, documentation, and data in the Procurement Library, including materials subsequently added. If any materials, documentation, information, or data are discovered to be inaccurate and/or incomplete, such inaccuracy or incompleteness shall not constitute a basis for challenging the contract award, contract rejection, or re-negotiation of any payment amount or rate after contract award. All statistical information contained in the Procurement Library represents the best information available to the State at the time of RFP preparation.

Requirements specified in this RFP shall take precedence over any documentation in the Procurement Library if a conflict exists.

4.6 Proposer Agency Conference

A proposer agency conference will be held at the date and time listed in RFP Part 1, Anticipated Timetable, in Madison, Wisconsin (location to be an Addendum to the RFP) to respond to written questions and to provide any needed additional instruction to proposer agencies on the submission of proposals. If no questions are received, the State reserves the right to cancel the proposer agency conference. All proposer agencies who intend to respond to the RFP should attend the entire proposer agency conference.

4.7 Proposal Organization and Submission Requirements

4.7.1 General Instructions

The evaluation of proposals and selection of an agency and the ensuing contract will be based on the information submitted in the proposer's proposal plus references and any required oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary nor desired.

The maximum number of pages for a proposal including all attachments is two hundred fifty (250) pages. Pages must be printed on two-sides (one hundred twenty-five (125) sheets). The minimum font size is ten (10) points.

4.7.2 Submission of Proposals

Sealed proposals must be mailed or delivered to Jude Morse (see RFP cover page). The room number will be provided in an Addendum to the RFP.

Proposals submitted, in whole or in part, by FAX or e-mail will be rejected. Late proposals will be rejected.

Proposals must be prepared in accordance with the requirements set forth in the RFP. The original and **fifteen (15)** copies (sixteen (16) total sets) of the proposal for each geographic area under sealed cover must be received by the Department in the above office by the dates and times listed in RFP Part 1, Anticipated Timetable. Note: There are different due dates for Right of First Selection proposals and competitive proposals. The original must be clearly identified as the original. (If a proposal is for a consortium of multiple geographic areas and all of the geographic areas are submitting under the Right of First Selection, one original and **fifteen (15)** copies of the proposal must be received for the consortium. If a proposal is for a consortium of multiple geographic areas and any of the geographic areas are open for submission of a competitive proposal, one original and **fifteen (15)** copies of the proposal for each geographic area in the consortium must be received. The proposal for each geographic in the consortium may be the same consortium proposal.)

Proposers mailing their proposals, or using a commercial delivery service, must allow sufficient time for delivery of their proposals by the time specified. Proposals received after that time will not be considered and will be returned, unopened.

All proposals must be date and time-stamped in DWD/DES by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal for purposes of this RFP.

The outside cover of the package(s) containing the proposal is to be marked:

PROPOSAL TO ADMINISTER WISCONSIN WORKS
RFP # DWD-1808-GS
Proposer's Name and Address
Geographic Area(s)
Proposal Due Date

4.7.3 Proposal Organization and Format

4.7.3.1 Proposals must be typed, printed on two sides and submitted on plain 8.5 by 11 inch white paper bound securely. An example of an acceptable binding is Velobind. Proposals must not be submitted in three-ring binders.

The proposing agency's name must appear on each page of the proposal.

Proposals are to be organized with the following headings and subheadings in this sequence. Each heading and subheading should be separated by tabs or otherwise clearly marked. The responses are to be numbered exactly as they are numbered in this RFP. The RFP sections which must be submitted are:

Tab	Item	RFP Section
A	Program Identification/Organization	
	Proposer Agency Identification Form	7.1.1
	Proposer Agency References Form	7.1.2
	Affidavit Form	7.1.3
	Designation of Confidential and Proprietary Information Form	7.1.4
	Certification Regarding Debarment and Suspension Form	7.1.5
	Lobbying Forms	7.1.6
	Executive Summary	7.1.7
	Agency Capabilities in Managing Programs/Providing Services	7.1.8
	Organizational Structure	7.1.9
	Subcontracts	7.1.10
	Financial Statements	7.1.11
	Insurance	7.1.12
B	Program Plan	
	Staffing, Staff Qualifications and Staff Training	7.2.1
	Information System Technical Requirements	7.2.2
	Participant Flow	7.2.3
	Food Stamp Program	7.2.4
	Participant Employment Services	7.2.5
	1. W-2 Employment Position Development	7.2.5.1
	2. W-2 Participant Placement in W-2 Positions	7.2.5.2
	3. Training for Employers	7.2.5.3
	4. Financial Employment Planning and Case Management	7.2.5.4
	5. Serving a Population with Serious and Multiple Barriers to Employment	7.2.5.5

Tab	Item	RFP Section
	Food Stamp and Employment Training	7.2.6
	Job Retention and Advancement	7.2.7
	Education and Training Services	7.2.8
	Support and Other Services	7.2.9
	1. Medicaid/BadgerCare	7.2.9.1
	2. Child Care	7.2.9.2
	3. Transportation	7.2.9.3
	4. Employment Skills Advancement Program	7.2.9.4
	5. Job Access Loans	7.2.9.5
	6. Learnfare	7.2.9.6
	7. Refugee Cash Assistance and Refugee Medicaid	7.2.9.7
	8. Emergency Assistance	7.2.9.8
	9. Emergency Payments	7.2.9.9
	10. Earned Income Credit	7.2.9.10
	11. Minor Parents Services	7.2.9.11
	12. Non-custodial Parent Services	7.2.9.12
	13. Child Support	7.2.9.13
	Administrative Functions	7.2.10
	1. Quality Control	7.2.10.1
	2. Dispute Resolution and Fact Finding	7.2.10.2
	3. Benefit Overpayment Recovery	7.2.10.3
	4. Public Assistance Fraud	7.2.10.4
	Transition Responsibilities of a New W-2 Agency	7.2.11
C	Coordination and Collaboration	7.3
	General Coordination and Collaboration	7.3.1
	Community Steering Committee	7.3.2
	Children Services Network	7.3.3
D	Cost Proposal Form	7.4

4.7.3.2 Failure, in whole or in part, of a proposer to respond to a specific requirement in this RFP may be the basis for elimination from consideration during the Department's review of proposals. Failure by a proposer to meet RFP requirements, in whole or in part may result in the rejection of the proposal at the sole discretion of the Department.

4.7.3.3 Submission of a proposal shall constitute proposer recognition, understanding, acceptance, and consent to adhere (without any reservation or limitation whatsoever) to the requirements, terms, and conditions of this RFP, including, but not limited to, RFP addenda (if any).

4.7.3.4 This RFP may or may not result in an award of a contract. The Department reserves the right, at its sole discretion, to cancel this RFP at any time and for any reason, and to reject any or all proposals at any time and for any reason. Receipt of proposals by the Department confers no rights upon the proposer. Receipt of proposals shall not, in any manner whatsoever, obligate the Department, the State of Wisconsin, or any employees thereof.

4.7.3.5 The Department reserves the right to cancel the RFP at any time for one or more or all geographic areas. In the event the Department cancels the solicitation for one or more of the geographic areas, it may continue to solicit proposals for the remaining geographic areas.

4.8 Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications must be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposer shall be held liable.

4.9 Withdrawal of Proposal

Proposals may be withdrawn by written request. Proposals may be withdrawn in person by the applicant or his/her authorized representative, providing that his/her identity is made known and he/she signs a receipt for the proposal.

4.10 Restrictions on Contacts with State Personnel

No other contacts with state employees concerning this RFP are permitted during the period from the date of release of this RFP until a determination is made and announced regarding contract awards.

4.11 Retention of Vendor Materials

All vendor materials submitted as part of this RFP process become the property of the State.

4.12 Open Records Law and Confidentiality

The W-2 agency acknowledges the applicability of the Wisconsin Open Records Law, sections 19.31 through 19.39 of the Wisconsin Statutes.

4.13 Incurring Costs

The State is not liable for any cost incurred by proposers in replying to this RFP, including, but not limited to, loss of materials submitted for evaluation purposes.

4.14 News Releases

Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

5. SELECTION AND AWARD PROCESS

5.1 Preliminary Evaluation

The proposals will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the Department 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. The determination of whether an RFP condition is substantive or an informality shall reside solely with the Department.

5.2 Proposal Scoring

The Department will conduct a comprehensive, fair, and impartial review of the proposals received in response to the RFP. A two-tier approach will be used to evaluate accepted proposals.

First, a committee of high-level Department managers will review the proposer's experience, knowledge and abilities to meet program requirements. Reference checks will be conducted as part of this step, and will be used by this committee in scoring the proposer agency references section under Program Identification/Organization section (7.1) in the Evaluation Criteria below. Information that indicates the proposer has experienced difficulties meeting the requirements and specifications of similar contracts will be taken into consideration in scoring this section. Reference checks may not be limited to references cited in the proposal.

Next, technical experts who have detailed knowledge of W-2 and related programs will review and score the proposer agency under the following sections: Program Identification/Organization (7.1), Program Plan (7.2) Coordination and Collection (7.3) in the Evaluation Criteria below.

Proposer agencies that wish to claim minority proposer preference must so indicate on the Affidavit form (Attachment C to the Proposal). Total points for proposer agencies may be weighted by one hundred and five percent (105%) to allow for a five percent (5%) preference to a certified minority business under section 16.75(3m) of the Wisconsin Statutes.

The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

5.3 Oral Presentations

After the initial scoring of proposals, top scoring proposers may be required to make oral presentations to a panel of high level Department managers. The panel will consider the clarity of the presentation, responses to questions, and demonstrated experience with programs of similar magnitude. After the oral presentations are held (if required), final scores will be assigned to the top scoring proposals using the stated criteria.

Proposers receiving top scores in the initial round will be notified of the time and place for the oral presentations, if determined necessary. The oral presentation will be made at no cost to the State of Wisconsin. Although oral presentations may occur, proposers are cautioned to include information in their proposal that is as complete as possible. Proposers invited to make oral presentations are required to include the key staff person who will be responsible for administering the W-2 program. If oral presentations are held, the proceedings will be recorded and the panel's questions and proposer's responses will be part of any ensuing contract.

5.4 Evaluation Criteria

Each geographic area constitutes a separate competitive process. Proposers for a geographic area are only in competition with other proposers for that same geographic area.

A maximum of 1,000 points will be available for each proposal. The maximum points are distributed among the proposal sections as follows:

<u>Proposal Section</u>	<u>Maximum Points</u>
7.1 Program Identification/Organization	300
7.2 Program Plan	350
7.3 Coordination and Collaboration	150
7.4 Cost Proposal	<u>200</u>
	1000

5.5 Awards and Final Offers

The Department's Secretary shall make the final decision on a contractor for each geographic area. The Department reserves the right to reject any or all proposals and to negotiate the terms of a contract, including the award amount and W-2 and related program activities, with a selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected proposer for a geographic area, the Department may negotiate a contract with the next highest scoring proposer in that geographic area or, if contract negotiations cannot be concluded successfully with the selected proposer, the Department may, at its option, if it is in the best interest of the State and geographic area to be served, negotiate a contract with a contractor selected under the RFP (to serve another geographic area) to provide services for that geographic area.

If no proposals, or no acceptable proposals are received for a geographic area, the Department reserves the right to negotiate for the W-2 and related services with any contractor selected under this RFP process.

If no acceptable provider in a geographic area is selected, the Department will administer or arrange for the administration of the W-2 program for that geographic area.

5.6 Notification of Intent to Award

All proposer agencies who respond to the RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP. The notice of intent will be mailed to the RFP Contact named in each proposer's Request to Remain on Mailing List.

5.7 Required Pre-Contract Phone Conference

Awarded proposer agencies (or authorized designees) will be required to participate in a pre-contract phone conference with the State's W-2 Administrator (see contract person designated in the Request to Remain on Mailing List). The purpose of this conference will be to review proposer agency opportunities and obligations under the contract and answer proposer agency questions prior to final signing of the contracts. Awarded proposer agencies will receive at least one (1) week advance notice by an e-mail, fax or voice-mail. The notice will include the date and time for the phone conference. The State reserves the right to withdraw agency's award for failure to participate in this phone conference.

Due to conference call capacity limitations, no more than one representative per agency may call in to the conference. (Note: Any number of representatives may participate if the proposer agency can make a group connection to the state's conference line.)

5.8 Appeals Process

All appeals must be made in writing and must fully identify any contested issues. Subjective interpretations by evaluators are not subject to protest or appeal. The written appeal must be based on one of the following factors:

- A conflict of interest on the part of one or more evaluators.
- Mathematical errors were made in the scoring of proposals.
- The evaluators did not adhere to the established evaluation criteria.

The written appeal, fully documenting the basis for the appeal, must be filed with the Administrator of the Division of Economic Support, Room 171, 201 East Washington Avenue, P.O. Box 7835, Madison, Wisconsin 53707-7835, and received in that office no later than five (5) business days after the notice of contract award is postmarked.

The Division Administrator shall review the appellant's basis for the appeal and shall render a decision on the appeal.

An appellant that has an appeal denied by the Division Administrator shall have the right to appeal the decision to the Secretary of the Department of Workforce Development, 201 East Washington Avenue, P.O. Box 7946, Madison, Wisconsin 53707-7946. The written appeal must be based on one or more of the factors listed above and must fully explain the basis for appealing the Division Administrator's denial. The written appeal to the Department Secretary must be received in that office no later than five (5) business days (from the day postmarked) after the appeal is denied by the Division Administrator. The Department Secretary shall review the appeal and render a final decision on awarding of the contract.

5.9 Public Records Access

It is the intention of the State to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. However, for purposes of this RFP, there will be no public inspection prior to issuance of the Notice of Intent to Award or the award of the Contract.

5.10 Proprietary Information

(See Attachment D to the Proposal.)

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the proposer agency's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a proposal, 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 become the property of the State of Wisconsin.

Any material submitted by the vendor in response to this request that the proposer agency considers confidential and proprietary information and which qualifies as a trade secret, as provided in section 19.36(5) of the Wisconsin Statutes, or material which can be kept confidential under the Wisconsin public records law, must be identified on the Designation of Confidential and Proprietary Information form (DOA-3027), Attachment D to the Proposal. Proposal prices cannot be held confidential.

6. ADDITIONAL TERMS AND CONDITIONS

6.1 Appointment of Contract Manager

The Department and the W-2 Agency each shall have a designated Contract Manager.

6.2 Cost Allocation Plan

In accordance with the W-2 Financial Management Manual, submit a Cost Allocation Plan, which complies with the Department's Policies and Procedures, to the Department within thirty (30) calendar days of signing the contract.

6.3 W-2 Agency's Plan to Administer W-2 and Related Programs

6.3.1 Plan. The W-2 Agency's Plan to Administer Wisconsin Works (W-2) and Related Programs shall consist of the:

- a) W-2 Agency's Proposal to Administer Wisconsin Works (W-2) and Related Programs submitted to the Department in 1999;
- b) Transcript of the Videotape of the Oral Presentation (if any) by the W-2 Agency to the Department in 1999;
- c) Letter from the Department's Contract Manager to the W-2 Agency approving the W-2 Agency's Proposal; and
- d) Modifications made under the Contract to the W-2 Agency's Plan to Administer Wisconsin Works (W-2) and Related Programs.

6.3.2 Plan Administration. The W-2 Agency must administer W-2 and Related Programs in accordance with the Plan.

6.3.3 Plan Modification.

6.3.3.1 W-2 Agency Initiated. If the W-2 Agency determines that a substantive change is needed to the Plan, the W-2 Agency shall submit the proposed change in writing to the Department's Contract Manager for written approval. A substantive change includes, but is not limited to, a change in: services or a service provider; service hours or the location where services are provided; management oversight or contract administration; or access to and delivery of services. The Department's Contract Manager shall within ten (10) business days of notification by the W-2 Agency submit a written response which will state the Department's approval or disapproval of the proposed Plan change.

6.3.3.2 Department Initiated. If the Department determines that a substantive change is needed to the Plan, the Department shall notify the W-2 Agency. The W-2 Agency shall, within ten (10) business days of notification by the Department, submit a written proposed modification to the Department's Contract Manager. The Department's Contract Manager shall notify the W-2 Agency of the Department's approval or disapproval of the proposed modification within ten (10) business days.

6.4 W-2 Agency Procurement Activities

6.4.1 Procurement. The W-2 Agency agrees to conduct all procurement transactions in a manner consistent with all applicable federal, State, and local requirements.

6.4.2 Equipment. The W-2 Agency agrees to comply with the Department's Policies and Procedures regarding equipment procured under the Contract including inventories, minimum operating standards, installation, ownership, depreciation, moves, repair and maintenance. The Department may permit a waiver of depreciation of equipment on a case-by-case basis when allowed by federal and State law for purchases made with funds provided under the Contract.

6.5 Policy Change

From time to time, the Department may modify the Department's Policies and Procedures and the list in Appendix F to the RFP. The Department's Policies and Procedures listed in Appendix F to the RFP shall be available in a repository at each Regional Office, and shall be accessible to any W-2 Agency. If the Department proposes a modification to the Department's Policies and Procedures that is not required by State or federal law, rules or regulations or court order or settlement agreement, the W-2 Agency, using the W-2 Contract and Implementation Committee, will have thirty (30) calendar days to comment on the fiscal impact to the W-2 Agency of such a change. The Department shall consider and respond to such comments prior to the implementation of the proposed modification to the Department's Policies and Procedures. The Department agrees that it shall not unilaterally impose on the W-2 Agency any fiscally adverse new and previously unbudgeted requirements that are not mandated by State or federal law, rules or regulations or court order or settlement agreement.

6.6 Funding Change

The W-2 Agency agrees that the obligations of the Department under the Contract are limited by and contingent upon legislative authorization and budget appropriations. If, during the Contract Term, the appropriations that fund performance under the Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, then the Department shall notify the W-2 Agency which services shall be performed by the W-2 Agency. If the W-2 Agency makes a determination that additional changes in required services are necessary because of the lack of funds, the W-2 Agency may, within thirty (30) calendar days, present a proposed plan to the Department for modifications in required services. The Department will respond promptly to such a proposed plan in making its final decision on the services to be performed.

6.7 Payment

6.7.1 Advance Payments. On or before January 5, 2000, the Department will issue an advance payment equal to the monthly Services/Administration Expense Allocation for January 2000 (one twenty-fourth (1/24) of the total Services/Administration Expense Allocation for the Contract period).

On or before February 5, 2000, the Department will issue an advance payment equal to the monthly Services/Administration Expense Allocation for February 2000 (one twenty-fourth (1/24) of the total Services/Administration Expense Allocation for the Contract period).

On or before March 5, 2000, the Department will issue an advance payment equal to the monthly Services/Administration Expense Allocation for March 2000 (one twenty-fourth (1/24) of the total Services/Administration Expense Allocation for the Contract period).

6.7.2 Recovery of Advance Payments. The Department will collect the advance payments in accordance with the Department's Policies and Procedures.

6.7.3 Reimbursement Claim. The W-2 Agency's reimbursement claim for January 2000 will be filed on or before the last day of February 2000, will be processed in March 2000, and the Department will issue payment in April 2000. Thereafter, the W-2 Agency's reimbursement claim will be filed on or before the last day of the month following the month for which reimbursement is claimed. The reimbursement claim will be processed in the month following submission and paid by the fifth day of the month following

processing, subject to reduction, recovery and reimbursement as provided in the Contract.

- 6.7.4 **Benefits Paid.** Benefits paid will be the amounts paid for W-2 Transitions, Community Service Jobs, Trial Jobs and Caretaker of an Infant. These benefit amounts will be obtained from CARES and charged against each agency's contract in the CARS payment system each month.
- 6.7.5 **Expenditure Patterns.** The Department will review individual agency's expenditure patterns at least once per calendar quarter to ensure reasonable levels of Services/Administration expenses. The Services/Administration expenses will be reviewed to determine if these expenses exceed 125% of the monthly Services/Administration budget. The monthly Services/Administration budget is calculated by dividing the amount identified for Services/Administration budget in Appendix C to the RFP - Chart 1 by twenty-four (24) (the number of months in the Contract period).
- 6.7.6 **Expense Reporting.** The Department will not reimburse expenses incurred within the Contract Term, but reported more than ninety (90) calendar days after the end of the Contract Term.
- 6.7.7 **Submitted Expenses.** Expenses submitted under the Contract shall be consistent with the W-2 Agency's approved Cost Allocation Plan.
- 6.7.8 **Administrative Costs.** Expenses for administration of W-2 and related programs, including agency management, support and overhead ("AMSO") and other expenses as identified in the Department's Policies and Procedures may not exceed fifteen percent (15%) of the total reported expenses as identified in CARS.
- 6.7.9 **Payment Adjustments.** After giving the W-2 Agency notice and an opportunity to take Corrective Action as outlined in the Corrective Action section of the Contract, the Department may reduce, withhold, or recover payments to the W-2 Agency if the W-2 Agency fails to satisfactorily perform its responsibilities under the Contract, or if the Department determines that the Department has reimbursed the W-2 Agency erroneously, or as set forth in the Liquidated Damages section of the Contract. The Department may assert a claim for recovery from the W-2 Agency at any time the Department is subject to recovery by the federal government.

6.8 Performance Bonuses

(See RFP section 3.14 Performance Standards.)

- 6.8.1 **Maximum Performance Bonus Amount.** An amount equal to seven percent (7%) of the total contract amount will be reserved, beyond the total contract amount, for Performance Bonuses. (See Appendix C: Chart 1.)
- 6.8.2 **Requirements.** An agency must successfully meet the performance standards for all Base Contract requirements in order to be eligible to receive performance bonus funding.
 - 6.8.2.1 **Restricted Use Performance Bonus.** Within the seven percent (7%) amount, an amount equal to four percent (4%) of the total contract amount is budgeted for Restricted Use Performance Bonuses. Use of the funds under this section will be restricted to programs that meet TANF requirements identified in a plan submitted by the W-2 agency and approved by the Department.

An amount equal to one-sixth of the four percent (4%) will be awarded to the agency on a per criteria basis (for the first six (6) of the seven (7) Performance Standards criteria) if the agency meets or exceeds the criteria for that criteria of the Performance Standards chart in the RFP.

- 6.8.2.2 Unrestricted Use Performance Bonus. Within the seven percent (7%) amount, an amount equal to three percent (3%) of the total contract amount is budgeted for Unrestricted Use Performance Bonuses. Use of the funds under this section will be unrestricted.

An amount equal to one-sixth of the three percent (3%) will be awarded to the agency on a per criteria basis (for the first six (6) of the seven (7) Performance Standards criteria) if the agency meets or exceeds the criteria for that criteria of the Performance Standards chart in the RFP.

- 6.8.3 Measurement. All performance criteria will be measured based on the data for the twenty-four (24) month contract period unless otherwise specified in the Performance Standards chart in the RFP.

Exception. The data for the first three (3) months of the contract period will not be included in the performance criteria measurement for a W-2 agency that has the contract for a W-2 geographic area for the contract period January 2000 through December 2001, but did not have the contract for the same W-2 geographic area for the contract period September 1997 through December 1999 unless requested to be included by the W-2 Agency.

- 6.8.4 Timeframe. The Performance Bonus calculations by the Department will occur within six (6) months after the close of the Contract. The unrestricted use Performance Bonus will be distributed within sixty calendar days of the calculation in this section. The restricted use Performance Bonus will be distributed in accordance with a future contract.

6.9 Records

- 6.9.1 Maintenance. The W-2 Agency shall comply with the records, reporting and monitoring requirements of the Department's Policies and Procedures. The W-2 Agency shall maintain such records, reports, evaluations, financial statements and necessary evidence of accounting procedures and practices to document the funding received and disbursements made under the Contract. The W-2 Agency shall provide information in a form and manner prescribed by the Department, using the CARES system and other systems designated by the Department.
- 6.9.2 Availability. Upon request, the W-2 Agency shall make records available to the Department for inspection. Upon ten (10) business days notice from the Department, the W-2 Agency further agrees to transfer to the Department any original or copy of records that the Department requests during or after the Contract Term. The W-2 Agency shall use the schedules for record retention in accordance with the Department's Policies and Procedures and State and federal law.
- 6.9.3 Retention. The W-2 Agency will retain all documents applicable to the Contract for a period of not less than three (3) years after the final payment is made.

6.10 On-Site Visits

The Department may conduct such on-site visits as the Department deems necessary to determine the W-2 Agency's compliance with the Contract.

6.11 Annual Audit

The W-2 Agency agrees to provide an annual audit in compliance with all relevant provisions of the Department's "Wisconsin Works (W-2) Financial Management Manual," "Provider Agency Audit Guide" and "State Single Audit Guidelines."

6.12 Corrective Action

6.12.1 Opportunity. Except under the Preventable Errors and Substantial Noncompliance sections of the Contract, the W-2 Agency may submit a Corrective Action plan to address noncompliance with the provisions of the Contract.

6.12.2 Requirement to Submit. Within six (6) business days of receipt by the W-2 Agency of notice of failure to perform any provision of the Contract, the W-2 Agency shall submit to the Department for approval a Corrective Action plan to remedy such failure.

6.12.3 Failure to Submit or Fully Implement a Corrective Action Plan. A failure by the W-2 Agency to submit an approvable Corrective Action plan or a failure by the W-2 Agency to fully implement the approved Corrective Action plan within ten (10) business days of approval of the Corrective Action plan by the Department shall constitute Uncorrected Nonperformance under the Contract and shall be cause for termination of the Contract.

6.13 Disputes

6.13.1 Exclusive Method. The W-2 Agency's sole and exclusive method of resolving any dispute or controversy arising out of or relating to the Contract shall be the complaint process provided in this section.

6.13.2 Chief Legal Counsel. The W-2 Agency may address a written complaint to the Chief Legal Counsel of the Department at the following address: Department of Workforce Development Chief Legal Counsel, P.O. Box 7946, Madison, Wisconsin 53707-7946.

6.13.3 Committee. At the same time the complaint is filed with the Department's Chief Legal Counsel, the complaint also may be filed with the W-2 Contract and Implementation Committee (with notice to the Chief Legal Counsel) for the Committee's consideration. The Committee may consider the complaint no later than at its next regularly scheduled monthly meeting. If the complaint is not filed with the Committee, the Chief Legal Counsel shall respond in writing within ten (10) business days. If the complaint is filed with the Committee, the Chief Legal Counsel shall respond in writing within ten (10) business days of receipt of the Committee's recommendation.

6.13.4 Time Periods. Time periods may be extended by agreement of the Department and the W-2 Agency.

6.13.5 Division of Hearings and Appeals. If either the W-2 Agency or the Department's Contract Manager is not satisfied with the response, either the W-2 Agency or the Department's Contract Manager may request a review of the response by the Wisconsin Division of Hearings and Appeals. The decision of the Division of Hearings and Appeals shall be sent to the Department's Secretary.

6.13.6 Department Secretary. The Secretary or designee shall respond to the complainant in writing within ten (10) business days of receipt of the Division of Hearings and Appeals decision. If the W-2 Agency is not satisfied with the response of the Secretary, the W-2 Agency's exclusive remedy is to terminate under the Without Cause section of the Contract.

6.14 Food Stamp Errors

- 6.14.1 Food Stamp Errors. The W-2 Agency will be held accountable for errors for food stamp cases which the W-2 Agency could have prevented by complying with the Department's Policies and Procedures and taking appropriate action on the case. A preventable agency error penalty may be assessed for each inaccurately issued benefit which could have been prevented by the W-2 Agency.
- 6.14.2 Penalty. The penalty will be equal to the total of the difference between the correct case benefit as determined by the Department and actual benefits approved by the W-2 Agency, multiplied by an amount established by the Department. The multiplier is updated on an annual basis, by the Department. The multiplier is based upon the proportion of dollar value of the Agency Preventable Errors to the total statewide dollar value of errors. The Department's formula will utilize the most recent three (3) year average. The total of assessed preventable agency error penalties will be calculated each federal fiscal year (October through September).
- 6.14.3 Withholding of Reimbursement. If Wisconsin exceeds the national Food Stamp Program error tolerance level in any federal fiscal year, the total of assessed preventable agency error penalties will be withheld from the W-2 Agency's reimbursement payment in the month following receipt of the official notification from the federal government that Wisconsin has exceeded the national error tolerance level.
- 6.14.4 No Federal Sanction. It is the Department's intention not to assess the W-2 Agency any penalty for preventable agency error in any year in which there is no federal sanction assessed against the Department. This section shall apply only to a W-2 Agency in a county or tribe which has a valid sample rate and which exceeds the federal error rate.

6.15 Failure to Serve

- 6.15.1 Investigation. The Department shall investigate an alleged instance of failure to serve based on information received from a complaint from any source, including, but not limited to, a W-2 applicant or participant, a management report analysis, a case review, on-site monitoring, or desk monitoring.
- 6.15.2 Procedure. The Department's Contract Manager shall describe in writing the alleged instance of failure to serve and shall provide a copy to the W-2 Agency. The Department shall investigate the alleged instance of failure to serve, and shall issue a written finding of fault or no fault. The W-2 Agency shall cooperate with the Department's investigation. A finding of fault shall include a warning and a Corrective Action plan and timeline to resolve the finding. The Department may waive part or all of the damage amount set forth in the Failure to Serve Penalty Amount section of the Contract if the W-2 Agency implements the Corrective Action in compliance with the timeline. The W-2 Agency may use the dispute procedure under the Contract to obtain review of a written finding under this section, but any such complaint must be received by the Department Chief Legal Counsel within ten (10) business days of the written finding.
- 6.15.3 Failure to Serve Penalty Amount. If the W-2 Agency knowingly denies or refuses services; engages in a pattern of repeated failure to provide necessary accommodations required for persons with disabilities to access services; fails to correct a pattern of non-response to telephone contacts; fails to timely respond to written contact from a W-2 applicant or W-2 participant; or does not provide publicly advertised W-2 services in terms of location, hours, or staff availability, and the W-2 Agency knew or should have known that this service was required by the Contract, the Parties hereby agree that damages will be difficult to calculate. Accordingly, upon a finding of failure to serve, liquidated damages will be assessed in the amount of Five Thousand Dollars (\$5,000) per failure to serve. These damages shall be collected under the Payment Adjustments section of the Contract.

6.16 **Uncorrected Quality Assurance Errors**

6.16.1 In addition to the requirements of the Quality Assurance Plan section of the Contract, the Department may conduct a quality assurance review of any of the activities under the Contract to assure that benefits are accurately determined. When the Department identifies an error, the W-2 Agency will have thirty (30) calendar days from receipt of notification from the Department of the error to take required Corrective Action. When an error is not corrected within thirty (30) calendar days, the Parties agree that damages would be difficult to calculate. Accordingly, upon a finding of an uncorrected error, liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per uncorrected error. These damages shall be collected under the Payment Adjustments section of the Contract.

6.17 **Termination of Contract**

6.17.1 **Without Cause.** Upon one hundred twenty (120) calendar days written notice, either Party may terminate the Contract without cause.

6.17.2 **Uncorrected Nonperformance.** Termination for Uncorrected Nonperformance under the Failure to Submit or Fully Implement a Corrective Action Plan section of the Contract shall be effective within ten (10) business days after the Department has mailed notice of termination.

6.17.3 **Substantial Noncompliance.** The Department may terminate the Contract immediately if the Department determines that the W-2 Agency is in substantial noncompliance with the terms and conditions of the Contract which creates an emergency that requires the Department to implement an emergency contract with another entity. Substantial noncompliance exists, for example, when the W-2 Agency is not providing intake services at the W-2 Agency's locations in the community, and the W-2 Agency is unable to state when it will be able to provide services again. Termination of the Contract for substantial noncompliance shall be effective two (2) business days after the Department has mailed notice of termination.

6.17.4 **Cancellation.** The State reserves the right to cancel any Contract in whole or in part without penalty due to nonappropriation of funds.

6.17.5 **Reimbursement.** If the Department terminates the Contract, the Department shall reimburse the W-2 Agency for Allowable Costs of services performed under the Contract. The Department may also reimburse the W-2 Agency for close-out costs. If the W-2 Agency terminates the Contract without cause, the Department will exercise due diligence in selecting and contracting with a replacement W-2 Agency, which may result in a reduction by the Department of the notice period under the Without Cause section of the Contract. In addition to the costs allocated in Appendix C to the RFP - Chart 1, and at its sole discretion, the Department may reimburse the W-2 Agency for costs incurred during the notice period.

6.17.6 **Cooperation.** The W-2 Agency will cooperate with any successor agency.

6.17.7 **Transfer of Equipment.** Upon termination of the Contract, the W-2 Agency shall provide a current inventory of all equipment purchased with funds provided under the Contract, and will transfer equipment as directed by the Department.

6.17.8 **Performance Surviving Termination.** The obligations of the Parties under the Payment; Performance Bonuses; Disputes; Food Stamp Errors; Failure to Serve; Uncorrected Quality Assurance Errors; Severability; Time Is of the Essence; Waiver; Indemnification; Vendor Tax Delinquency; Copyright and Publication Rights; Contract Administration; and Cooperation sections of the RFP shall survive the termination of the Contract.

6.18 Inability to Perform

The W-2 Agency shall immediately notify the Department whenever the W-2 Agency is unable to provide the required services specified under the Contract. Upon such notification, the Department shall determine whether such inability will require amendment or termination of the Contract.

6.19 Severability

If any provision of the Contract is found to be illegal, unenforceable, or void, then the remainder of the Contract shall remain in effect.

6.20 Assignment

No right or duty in whole or in part of the contractor under this Contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

6.21 Time Is Of The Essence

Time is of the essence with respect to all specific time periods set forth in the Contract.

6.22 Waiver

No right under the Contract shall be deemed waived unless either Party, by certified mail, sends to the other Party written notice of waiver of that Party's right. No provision of the Contract shall be deemed waived by reason of either Party failing to enforce the provision on one or more occasions.

6.23 Employment

The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any Department commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency. This provision does not preclude subcontracting with DWE or its Job Service subunits.

6.24 Disclosure

If a state public official (section 19.42 of the Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to section 19.45(6) of the Wisconsin Statutes, before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, section 16.417 of the Wisconsin Statutes.

6.25 Civil Rights Compliance Plan (Federal)

The W-2 Agency shall submit its Civil Rights Compliance Plan ("CRC Plan") within thirty (30) calendar days of the W-2 Agency signing the Contract. If a similar CRC Plan was approved by the Department or another State agency within the previous two (2) years, a copy of the CRC Plan submitted or approved or evidence of other Department or agency approval will fulfill this requirement, if submitted to the Division of Economic Support Civil Rights Compliance Officer, P.O. Box 7935, Madison, 53707-7935.

6.26 Nondiscrimination/Affirmative Action (State)

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest

or conviction record, sexual orientation, marital status, political affiliation, military participation or use of lawful products as defined in section 51.01(5) of the Wisconsin Statutes, sexual orientation as defined in section 111.32(13m) Wisconsin Statutes. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) business days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

The employment Nondiscrimination/Affirmative Action section does not apply to American Indian tribes.

6.27 Pro-Children Act of 1994

Since a portion of the funds under this agreement includes federal funds, the Provider agrees to comply with Public Law 103-227 (20 U.S. sections 6081-6084), also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

6.28 Indemnification

The W-2 Agency agrees to indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the negligence, misconduct, or breach of confidentiality by the W-2 Agency, or any of its agents, employees or subcontractors, in performing the terms and conditions of the Contract. The W-2 Agency agrees to indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements or contracts between the W-2 Agency and any of its subcontractors or vendors to perform services or otherwise supply products or services. The Department acknowledges that the State may be required by section 895.46(1) of the Wisconsin Statutes, to pay the costs of judgments against its officers, agents or employees, and that an officer, agent or employee of the State may incur liability due to negligence or misconduct. In the event of a lawsuit challenging the validity of W-2, the Department will defend such lawsuit.

6.29 Captions

The captions in the RFP, Contract, and associated documents are intended for reference only and in no way define, limit or describe the scope or intent of any provisions contained therein.

6.30 Applicable Law

This contract shall be governed under the laws of the State of Wisconsin. The contractor 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. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

6.31 Insurance Responsibility

The contractor performing services for the State of Wisconsin shall:

- 6.31.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work.
- 6.31.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

6.32 Vendor Tax Delinquency

Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

6.33 Copyright and Publication Rights

In connection with the performance of work under this Contract, the contractor agrees that the Department owns all legal rights (including, but not limited to copyrights) to all images, designs, text, video, electronic files (composite and supporting files) and all other materials or products developed or created as a result of this Contract.

6.34 Disclosure of Independence and Relationship

- 6.34.1 **Certification.** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing if those activities of the potential contractor will not be adverse to the interests of the State.
- 6.34.2 **Requested or Adverse Interests.** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the State.

6.35 Dual Employment

Section 16.417 of the Wisconsin Statutes prohibits an individual who is a State of Wisconsin employee or who is retained as a consultant full-time by a State of Wisconsin agency from being retained as a consultant by the same or another State of Wisconsin agency where the individual

receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

6.36 Conflict of Interest

Private and non-private corporations are bound by sections 180.0831, 180.1911(1), and 181.225 of the Wisconsin Statutes regarding conflicts of interests by directors in the conduct of state contracts.

6.37 Independent Capacity

The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state.

6.38 Contract Administration

There will be a DES designated Contract Manager in each DWD Region who will manage the W-2 contracts on a daily basis. The DES Contract Manager will periodically evaluate the Contractor's performance under this contract, including, but not limited to customer satisfaction. The Contractor shall promptly undertake such improvements and corrections as may be reasonably necessary to correct any problems and/or deficiencies identified in the DES Contract Manager's periodic evaluations. Failure of the Contractor to correct the identified problems or deficiencies within a specified time period may result in the withholding of payments due to the Contractor or termination of the Contract.

The DES Administrator is the W-2 Administrator and shall exercise all of the State's rights under this contract. Any disputes between a Proposer Agency and the Department under this RFP shall be resolved by the W-2 Administrator. In the absence or unavailability of the DES Administrator, the DES Deputy Administrator shall act as W-2 Administrator and shall exercise the powers and duties of the DES Administrator.

The Department retains the right to contract, separate from any W-2 agency contract, with an individual or organization for the management oversight and coordination of the W-2 agencies in a county with a total population of over 500,000.

Notice. Any notice or demand relating to termination, breach, noncompliance, or failure to serve, that either Party desires to give the other Party shall be in writing and either delivered personally or by certified mail, return receipt requested, addressed to:

The Department's Contract Manager

[name and address to be supplied in the Contract]

The W-2 Agency's Contract Manager

[name and address supplied by the proposer agency in Proposer Agency Data, Attachment A to the Proposal]

Notice for any other purpose may be sent by regular mail, or by the Department's contracted courier service. Either Party may change its address by notifying the other Party in writing of the change. Any notice or demand delivered by mail shall be deemed delivered two (2) business days after it has been mailed as provided above.

6.39 Certification of Independent Price Determination