CFB00144 Wisconsin Works (W-2) and Related Programs RFP Final Scores

MILWAUKEE – NORTHERN ROSS INNOVATIVE EMPLOYMENT	SCORE	BOS - SOUTHEAST	SCORE
SOLUTIONS	666	RESCARE INC	749
AMERICA WORKS	661	MAXIMUS	642
MAXIMUS	646	EDSI	102*
DB GRANT ASSOCIATES	573		
PUBLIC CONSULTING GROUP	94*	BOS - SOUTHWEST	
		FORWARD SERVICE CORP	694
MILWAUKEE - SOUTHERN			
UMOS	666	BOS - NORTHEAST	
MAXIMUS	646	FORWARD SERVICE CORP	695
DB GRANT ASSOCIATES	576		
PUBLIC CONSULTING GROUP	94*	BOS - NORTH CENTRAL	
		FORWARD SERVICE CORP	695
MILWAUKEE - EAST CENTRAL			
AMERICA WORKS	692	BOS - NORTHWEST	
ROSS INNOVATIVE EMPLOYMENT			
SOLUTIONS	659	WORKFORCE RESOURCES	679
MAXIMUS	639	WORKFORCE CONNECTIONS	597
DB GRANT ASSOCIATES	574		
PUBLIC CONSULTING GROUP	94*	BOS - WESTERN	
		WORKFORCE CONNECTIONS	601
MILWAUKEE - WEST CENTRAL		LACROSSE COUNTY	587
MAXIMUS	665		
DB GRANT ASSOCIATES	577		
PUBLIC CONSULTING GROUP	94*		

^{*}Eliminated at Phase 1 of evaluation.

が wisconsin department of children & families

Governor Scott Walker Secretary Eloise Anderson

Secretary's Office

201 East Washington Avenue, Room G200

P.O. Box 8916

Madison, WI 53708-8916

Date:

April 3, 2012

To:

Entities Interested in Becoming W-2 Agencies for the period 2013-2016

From:

Eloise Anderson Secretary, Department of Children and Families

Kris Randal, Administrator, Division of Family and Economic Security

Re:

Wisconsin Works (W-2) Request for Proposals (RFP) for the Period January 1, 2013

through December 31, 2016 - RFP Issued on Department's Web Site

The Department of Children and Families (DCF), through the Division of Family and Economic Security (DFES), is issuing a competitive RFP to select the agencies to carry out the Wisconsin Works (W-2) program in the State of Wisconsin beginning January 1, 2013.

As the steward of the W-2 program, the Department has been concerned with the wide variation across the state in costs for serving participants; wide variation in agency performance on job placement and attainment of SSI; and the uneven distribution of resources accessible to participants.

The RFP does not change the W-2 program but restores W-2 to its original focus — assisting program participants in getting jobs. The changes in the requirements for W-2 agencies are designed to hold agencies accountable in their efforts to: put people to work; find participants higher paying jobs; and assist participants in maintaining long term employment. These changes benefit not only W-2 participants, but also Wisconsin businesses and taxpayers.

The outcomes expected from this procurement are greater equity and equality of resources and outcomes for participants and greater rewards for effective and efficient agencies. The Department is also dedicated to tighter monitoring of W-2 agencies for performance and outcome attainment. The Department sees this as a more efficient and cost effective use of taxpayer dollars while achieving better outcomes for W-2 participants.

Some of the key points of the RFP are:

- Structure payments to incentivize agencies to prepare and place participants in sustainable, high-paying jobs.
- Make program administration more cost-effective and efficient through creation of larger geographical areas for W-2 agencies to achieve economies of scale in operations.

• Link payments to agencies directly to performance outcomes of participants rather than the costs incurred by the agencies.

Strengthen contract relationships through longer contracts between DCF and the agencies to

create sustainable and stable long term program outcomes.

 Transfer management and oversight of participant benefits to DCF so that agencies can concentrate on job activities without the risk of liability for benefit payments.

These changes are being made within current legislative authority and policies and represent a continuation of the 15 year history of W-2 innovations and changes to strengthen the effectiveness of the program. Different approaches have been used in the past; but they focused on either changing participant behavior or changing agency processes. This RFP is targeting agencies' achievement of defined outcomes and dedicating resources to paying for those outcomes.

No changes to participants' expectations of what W-2 is and what it requires of them are being made through this RFP. Participants will continue to receive benefits as well as services with no major changes to program policies or procedures. Despite some structural changes to the delivery system, the full range of services currently offered by W-2 agencies will continue to be offered to participants. In some areas of the state, participants may notice an enhancement of services. The goal is to provide every participant with equal access to high quality services.

The RFP is competitive, and all entities are welcome to compete, whether they are public sector, private not-for-profit, private for-profit, or a hybrid combination of the above. Existing contractors may need to develop new partnerships to enable them to serve the larger geographical areas defined in the RFP. However, if they are successful in competing for a W-2 contract, the larger service areas should allow them to operate more efficiently and with better results. Proposers who have not worked in Wisconsin's W-2 program will find the RFP provides significant information to enable them to develop relationships with Wisconsin service providers to submit the strongest proposals possible.

The competitive nature of the RFP will include scoring of the best responses to the Department's program requirements, with greater points awarded based on quality of response and compliance with requirements. The second part of the competitive process will evaluate and score cost proposals, with the entities proposing the most outcomes with the lowest payment price scoring higher.

We welcome every potential proposer. We have an exciting opportunity to move the W-2 program forward in Wisconsin, which benefits all Wisconsin families and our state's economy.

Exhibit 1: Request For Proposal

REQUEST FOR PROPOSAL (RFP)
FOR
WISCONSIN WORKS (W2) AND RELATED PROGRAMS
RFP # CFB00144

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Family and Economic Security
Bureau of Working Families

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1. GENERAL INFORMATION

1.1. Introduction

The purpose of this document is to provide interested parties with the information needed to prepare and submit a proposal for the Wisconsin Works (W-2) and Related Programs implementation in various geographical areas within Wisconsin.

The State, as represented by its Wisconsin Department of Children and Families (DCF), will evaluate the responses to this Request for Proposal (RFP) to award the W-2 and Related Programs contracts for the calendar years 2013-2016.

W-2 and Related Programs include W-2, Job Access Loans (JALs), Refugee Cash Assistance (RCA), Refugee Medical Assistance (RMA), Emergency Assistance (EA), and the optional program of Contracted Child Care.

The Scope of Work (SOW), found in Exhibit 3, outlines the programs and services of the W-2 Program. Winning contractors shall fulfill all requirements outlined in this RFP including the following key services and others as outlined in the SOW.

- Determine financial and non-financial eligibility for W-2 and its related programs.
- Complete required assessments.
- Assign eligible parents to appropriate program placement.
- Assign individualized services based on assessment results.
- Provide the full range of W-2 services and activities.
- Provide case management services and supportive services.
- Provide employment services to help W-2 applicants and eligible parents to obtain jobs.
- Provide job retention services to enable eligible parents to remain employed.
- Provide advocacy services to connect W-2 applicants and eligible parents with Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI).

The 2013-2016 contracts will use a payment structure that includes a combination of capitated rate payments, performance-based payments and some program cost reimbursement. Details on the funding structure can be found in section 1.11. The capitation payment amount is based on the monthly caseload of enrolled eligible families. Contractors shall achieve specific performance outcomes to earn the performance-based payments. Program costs that are available for cost reimbursement are outlined in 1.13. W-2 contractors shall report expenditures as outlined in the contract.

The RFP selection process includes an evaluation of the responses to the implementation and programmatic questions as well an evaluation of a cost proposal. The Response Items are found in Exhibit 5 and Cost Proposal is found in Exhibit 6. A description of the evaluation plan for the Response Items and Cost Proposal is found in section 3 of this RFP text document.

The Department anticipates signing contracts no later than September 3, 2012. Successful contractors are expected to begin transition activities at the signing date to ensure their readiness to begin providing services on the first business day of January 2013. Contractors that do not meet the agreed upon transition benchmarks as identified in the contractor's transition plan risk a delay of their start-up date or early termination of their contract. The Department expects the winning contractors will provide the full range of services outlined in the Scope of Work on the first working day of January 2013.

The DCF Procurement Unit is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Sue Handrich-Herr, Purchasing Agent Sr., (608) 266-1539 or e-mail: DCFProcurement@wisconsin.gov. Contact with anyone else involved with this process without the prior authorization of DCF Procurement may result in the disqualification of your proposal.

Proposers shall not contract with or employ any State official, employee, agent, or individual retained as a full-time contractor by the State who has worked on the development of this RFP, or who had any influence on decisions affecting the RFP, until after contracts have been signed.

1.2. Definitions and Terms

Throughout this RFP, references are made to certain terms, persons, groups or departments. A description of terms and definitions can be found in Exhibit 4: Acronyms and Definitions.

1.3. Background and Overview of Services Provided in Contract

1.3.1. W-2 is Wisconsin's TANF Welfare-to-Work Program

In 1996, welfare reform legislation was enacted via the federal Personal Responsibility and Work Opportunity Reconciliation Act (PROWRA). As a result, the Aid to Families with Dependent Children (AFDC) program, which was an entitlement program based on federal statutes and rules, was replaced with the Temporary Assistance for Needy Families (TANF) program, which provides block grants to states and allows states great latitude in developing Welfare-to-Work programs to assist eligible parents in becoming self-sufficient through employment. Under W-2, there is no assumption of entitlement to assistance.

Since 1997 Wisconsin has operated a Welfare-to-Work program titled Wisconsin Works (W-2). The W-2 program is available to parents of minor children whose family income is at or below 115% of the Federal Poverty Level (FPL). W-2 is based on work participation and personal responsibility. The program provides employment preparation services, case management and cash assistance to eligible families.

In Wisconsin, W-2 agencies are not responsible for administering the state's two child-only TANF programs described below:

- <u>Wisconsin's Caretaker Supplement (CTS)</u>. The Wisconsin Department of Health Services administers this program. It is a cash benefit available to parents who are eligible for Supplemental Security Income (SSI) payments.
- Wisconsin's Kinship Care. This program is administered by DCF's Division of Safety and Permanence which works with local counties to provide child welfare services. Kinship Care is a program designed to help support a child who resides outside of his or her own home with a relative (such as an adult brother or sister, a first cousin, a nephew or niece, an uncle or aunt, or a grandparent, among others).

1.3.2. W-2 Program Goals and Approach

The goals of the W-2 program are to:

- Help eligible parents get and keep jobs.
- Help eligible parents, who are disabled significantly, for a long period of time, apply for, and receive Supplemental Security Income (SSI) /Social Security Disability Insurance (SSDI).

W-2 policies are guided by the consistent application of the following basic assumptions:

- Work is the best way for parents to support their families.
- Family income should improve when parents work.
- Consistent work is essential for parents to achieve economic stability.
- W-2 eligible parents are parents as well as job seekers.
- Eligible parents must be willing to participate in exchange for W-2 benefits.
- Families benefit from participating in W-2.
- W-2 matches the needs of working parents with the needs of local employers.

1.3.3. Overview of W-2 Services

The W-2 program is available to those who meet eligibility requirements and are willing to work to their ability. The W-2 program has placement categories which are designed to meet the needs of eligible parents of varying skill and circumstances. Placements are divided in to paid and unpaid classifications.

W-2 has the following *paid* placements:

• Trial Jobs (Subsidized Employment). Trial Job placements are for individuals who have the basic skills, but lack sufficient work experience to meet employer requirements. Through a Trial Job contract, the employer agrees to provide the participant with on-the-job work experience and training in exchange for a wage subsidy. Trial Jobs are expected to result in permanent employment. The employer shall pay the participant a wage comparable to regular employees in similarly classified positions. Parents who participate in a Trial Job placement may be eligible for the state and federal Earned Income Tax Credit, FoodShare,

Medicaid, Wisconsin Shares child care assistance, Emergency Assistance, and Job Access Loans.

- Community Service Jobs (CSJ). CSJ placements are appropriate for individuals who lack the basic skills and work habits needed in a regular job environment. CSJ positions offer real work training opportunities, but with the added supervision and support needed to help the participant succeed. Families participating in a CSJ receive a maximum monthly cash assistance payment of \$653. This assistance is administered by the state. Individuals who are employed part-time, but have personal barriers that prevent them from increasing their work hours, may be placed in part-time CSJ positions with a pro-rated cash assistance payment. (See Exhibit 4: Acronyms and Definitions for an explanation of the various pro-rated CSJs.) In addition to cash assistance, parents in CSJ placements may be eligible for FoodShare, Medicaid, Wisconsin Shares child care assistance, Emergency Assistance, and Job Access Loans.
- W-2 Transition (W-2 T): W-2 T placements are appropriate for individuals who, because of employment or family barriers, are unable to perform independent, self-sustaining work. Individuals who have permanent employment barriers are assisted in securing federal Supplemental Security Income or Social Security Disability Insurance benefits. Parents in W-2 T placements receive a maximum monthly cash assistance payment of \$608. This assistance is administered by the state. In addition to cash assistance, parents in the W-2 T placement may be eligible for FoodShare, Medicaid, Emergency Assistance, and Wisconsin Shares child care assistance. Participants may receive either a CSJ payment or a W-2 T payment but they may not receive both payments.
- Custodial Parent of an Infant (CMC). CMC placements are appropriate for individuals who are the custodial parent of an infant eight weeks old or less. An individual in a CMC placement is not required to participate in activities, however he/she may volunteer to participate. Individuals in a CMC placement receive monthly cash assistance of \$673. This assistance is administered by the state. In addition to cash assistance, CMC eligible parents may be eligible for FoodShare, Medicaid, child care assistance, Emergency Assistance, and Job Access Loans.
- At Risk Pregnancy (ARP). ARP placements are available to unmarried women 18 or older who meets W-2 eligibility criteria except that she is not a custodial parent of a dependent child. An agency must verify a third trimester pregnancy and that pregnancy is an at risk pregnancy that causes her to be unable to work. Individuals in ARP placements receive cash assistance payments of \$673 per month. This assistance is administered by the state. In addition to cash assistance ARP eligible parents may be eligible for FoodShare and Medicaid.

Eligible parents in the At-Risk Pregnancy (ARP) and Caretaker of an Infant (CMC) placements are exempt from participating in W-2 activities. All others are expected to participate in assigned activities. W-2 activities are designed to help eligible parents

achieve their goal of finding and keeping employment or applying for and receiving Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI).

Participation in a Trial Job, Community Service Job, or W-2 Transition placement is limited to 24-months for each placement and all W-2 eligible parents are limited to a maximum lifetime limit of 60-months. Extensions for the 24-month or 60-month limit may be available on a limited basis when barriers exist that prevent employment.

Not all W-2 eligible parents receive cash assistance. Job-ready applicants, non-custodial parents, minor parents, and pregnant women who are not in an ARP placement may be eligible for an array of case management services. Custodial parents who are employed when they apply or become employed after participating in W-2 may also be eligible for case management services. See Exhibit 3, Scope of Work, for a description of case management services.

W-2 has the following *unpaid* placements:

- Case Management for Job Ready Individuals (CMJ). This placement is for individuals who are unemployed but are ready for unsubsidized employment. Most but not all of those placed in a CMJ enter as applicants.
- Unsubsidized Employment (CMU). This placement is for applicants who enter the W-2 program employed and are either already working full-time or do not have any barriers to full-time employment.
- Case Management Follow Up (CMF). This placement is for on-going W-2 participants who find employment while in W-2.
- Non-custodial Parent (CMN). This placement is for noncustodial parents of eligible children whose custodial parent is in a W-2 employment position.
- Minor Parent (CMM). This placement is for a custodial minor parent.
- **Pregnant Woman (CMP).** This placement is for pregnant women who do not have custody of any children.
- Case Management Denied (CMD). This placement is for individuals who have reached their time limit and are no longer eligible for a paid placement.

The W-2 *Related Programs* include the following:

• Contracted Child Care. Contracted Child Care is a child care program operated in the building where W-2 services are provided. Contracted child care is expected to be drop-in care that is very short-term (e.g., a few days while a participant participates in an interpersonal skills workshop), sporadic (e.g., a parent comes in for occasional appointments), or brief (e.g., a parent needs to

spend an hour using a computer). Contracted child care may not be used as a substitute for the Wisconsin Shares Child Care Subsidy program.

- **Emergency Assistance (EA).** Emergency Assistance provides funding to families with a child(ren) that meet all EA eligibility requirements including experiencing a current emergency due to homelessness, impending homelessness, energy crisis, fire, flood or natural disaster. EA does not require eligibility for any other public assistance program.
- Job Access Loans (JAL). Job Access Loans are short-term, interest-free loans that are intended to meet immediate and discrete expenses related to obtaining or maintaining employment.
- Refugee Cash Assistance. Refugee Cash assistance is a time-limited program for low income refugees who do not meet W-2 eligibility criteria. A parallel benefit is the Refugee Medical Assistance (RMA) program for those who do not meet Medicaid eligibility criteria. Eligibility for these benefit programs ends for refugees on the 240th day after arrival into the U.S. or the 240th day after granting of asylee/victim of trafficking/parolee status that entitled them to these refugee benefits. This is also known as the 8-month refugee benefits period.

1.3.4. **Current Service Delivery Structure of the W-2 Program in Wisconsin**

The proposed service delivery structure outlined in this RFP is a departure from the current and past W-2 service delivery structures. Please refer to the links below for information about current and past W-2 service delivery. For a description of the current Milwaukee service delivery structure see the 2010 W-2 RFP¹. None of these links includes information about the service delivery structure to be implemented January 1, 2013 as described in this RFP.

- W-2 and Related Programs Contract 2010-2012 http://dcf.wisconsin.gov/w2/contracts/20102011/default.htm
- W-2 reports and studies http://dcf.wisconsin.gov/reports data.htm
- Current Balance of State map http://dcf.wisconsin.gov/w2/pdf/bw2_contract_agencies_map_20102011.pdf
- Current Milwaukee map http://dcf.wisconsin.gov/w2/pdf/mil_contracts_map_1011.pdf
- Current Balance of State agency contact information http://dcf.wisconsin.gov/w2/pdf/contract_agencies_bos10_11.pdf
- Current Milwaukee agency contact information http://dcf.wisconsin.gov/w2/pdf/contract agencies mil10 11.pdf

Contractor Geographical Areas 1.4.

¹ http://dcf.wisconsin.gov/w2/rfp/2010/pdf/p1_s2_2010_final_071309.pdf

For the 2013 contract, the state is divided into ten (10) geographical areas. Four (4) geographical areas are in Milwaukee County, and six (6) geographical areas are in the Balance of State (BOS). The geographical areas are identified below.

The BOS geographical areas were formed according to:

- regional configurations conforming to economic development and statistical (census) areas.
- consideration of the minimum caseload that will support the level of staffing required to provide the full range of W-2 services,
- economies of scale,
- the number of potential applicants residing in an area, and
- job and training resources.

The four (4) Milwaukee County Areas are divided by census tracts based upon the number of potential applicants residing in each area.

1.4.1. Balance of State Geographical Areas

The Balance of State (http://dcf.wisconsin.gov/w2/rfp/2013/map.htm) is divided into the following geographical areas:

- Northwest Geographical Area. The Northwest geographical area includes the following counties: Ashland, Barron, Bayfield, Burnett, Chippewa, Clark, Douglas, Dunn, Eau Claire, Iron, Pierce, Polk, Rusk, Sawyer, St. Croix, and Washburn. http://dcf.wisconsin.gov/w2/rfp/2013/attachments/profile_bos_nw.pdf
- North Central Geographical Area. The North Central geographical area includes the following counties: Adams, Green Lake, Juneau, Langlade, Lincoln, Marathon, Marquette, Menominee, Oneida, Portage, Price, Shawano, Taylor, Vilas, Waupaca, Waushara, and Wood. http://dcf.wisconsin.gov/w2/rfp/2013/attachments/profile_bos_nc.pdf
- Northeast Geographical Area. The Northeast geographical area includes the following counties: Brown, Calumet, Door, Florence, Fond du Lac, Forest, Kewaunee, Manitowoc, Marinette, Oconto, Outagamie, Sheboygan, and Winnebago. http://dcf.wisconsin.gov/w2/rfp/2013/attachments/profile_bos_ne.pdf
- Western Geographical Area. The Western geographical area includes the following counties: Buffalo, Crawford, Jackson, LaCrosse, Monroe, Pepin, Trempealeau,
 Vernon.http://dcf.wisconsin.gov/w2/rfp/2013/attachments/profile_bos_w.pdf
- Southwest Geographical Area. The Southwest geographical area includes the following counties: Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, and Sauk. http://dcf.wisconsin.gov/w2/rfp/2013/attachments/profile_bos_sw.pdf

• **Southeast Geographical Area.** The Southeast geographical area includes the following counties: Kenosha, Ozaukee, Racine, Walworth, Washington, and Waukesha. http://dcf.wisconsin.gov/w2/rfp/2013/attachments/profile bos se.pdf

1.4.2. Milwaukee Geographical Areas

Milwaukee County is divided into four geographical areas, Northern, East Central, West Central, and Southern. Boundaries for the four areas are based on 2010 census tract data and W-2 caseload distribution for the eighteen-month period from January 1, 2010 through July 31, 2011. http://dcf.wisconsin.gov/w2/rfp/2013/milwaukee.htm

The Department considered the following in determining the boundaries:

- the irregular configuration of the 2010 contract boundaries;
- the arterial boundaries created by the interstates, waterways, and major through-ways;
- the high level of low-income families clustered within the census tracts in central Milwaukee;
- the caseload distribution based on the projected movement within the W-2 population in Milwaukee; and
- the distribution of the current Milwaukee County W-2 caseload.

1.4.3. Tribes

Wisconsin residents who are members of a tribe may receive TANF services through their tribe if that tribe provides Tribal TANF services. The Administration for Children and Families web site provides information about Tribal TANF programs in Wisconsin: http://www.acf.hhs.gov/programs/ofa/dts/approvedttgrants.html. If a tribe exercises its option to create or discontinue a tribal Temporary Assistance for Needy Families (TANF) program it may impact the number of participants for the affected geographical area.

1.4.4. Information Specific to Each Geographical Area

Below are links to the Wisconsin State map, the Milwaukee County map, and other various websites that will provide information about the ten (10) geographical areas and the entire state. The maps show the new W-2 geographical areas. The Wisconsin State map provides additional W-2 and Related Programs data for Milwaukee County and the geographical areas outside Milwaukee County. Each geographical area on the map contains links to data on that area.

- Balance of State Map http://dcf.wisconsin.gov/w2/rfp/2013/map.htm
- Milwaukee Map http://dcf.wisconsin.gov/w2/rfp/2013/milwaukee.htm
- U.S. Census Bureau State and County Quick Facts: http://quickfacts.census.gov/qfd/states/55000.html
- Wisconsin Technical Colleges: http://www.witechcolleges.org/

- Wisconsin Workforce Development Boards: http://www.wwda.org/site/index-3.html
- Wisconsin Job Centers: https://jobcenterofwisconsin.com/
- Wisconsin Community Action Agencies: http://www.wiscap.org/
- Wisconsin Tribes: http://witribes.wi.gov/

1.5. Who May Propose

Entities eligible to submit proposals under this RFP are agencies with the capacity to effectively administer W-2 and Related Programs as defined in the Scope of Work. Eligible entities include but are not limited to:

- Government agencies, or incorporated entities created by government entities;
- Private, not-for-profit entities;
- Private, for-profit entities; and
- Tribal governing bodies.

Additionally, Proposer Agencies shall have:

- Sufficient financial resources to start up and operate the program.
- An executive management staff with experience managing employment and training programs for low- income populations.
 - 1.5.1. The Contractor shall maintain a structure which permits the Department to hold it accountable as a single entity, as opposed to a structure in which the W-2 Contractor is made up of co-equal partners, each of whom is accountable for only its specific contracted responsibilities. The W-2 Contractor shall be able to carry out its responsibilities as a single organizational unit with a single executive management structure. The executive management shall have sufficient powers to provide, purchase or subcontract for services necessary to meet its contractual obligations as a W-2 Contractor, without such decisions requiring prior authorization from partner agencies. The W-2 executive management shall maintain management control over the W-2 Contractor workforce, exercised either through direct hiring or through subcontracts. Please see Exhibit 2: Contract Agreement for subcontracting rules. Minimum Staff Requirements

Contractor shall employ staff experienced in assisting low-income individuals increase their skills and education, prepare for employment, and find and retain stable jobs.

The Contractor shall maintain the following minimum staff positions with specified qualifications to work with applicants and eligible parents.

W-2 Program Director. With overall accountability for program performance, quality of service, and contractual commitments to the Department, the Program Director provides strategic, fiscal and operational leadership. The Program Director is responsible for analyzing program performance and making decisions to ensure that

goals and objectives are met. The Program Director is also responsible for developing the Provider's staffing plan and ensuring that the plan is properly executed. The Program Director is not necessarily responsible for the day-to-day W-2 activities of the organization and is not required to spend 40 hours per week focused on only W-2 activities.

The Program Director shall have a combination of education, training and experience that demonstrates the ability to perform the duties as described; shall have held a leadership position in an organization that provides adult learning, workforce development, career training, employment placement or other related employment services targeting populations similar to Department's W-2 TANF population; shall have demonstrated competencies in communication, strategic planning, problem solving, financial management, team leadership; and shall have strong organizational and business management skills.

W-2 Program Manager. The Program Manager is responsible for day-to-day operations, performance management, staff management and continuous improvement related to the DCF contracted services. The Program Manager works closely with the Program Director to resolve complex issues and execute the strategies and plans developed by the Program Director. The Program Manager is responsible for specifying, implementing, and continuously improving robust and efficient business processes that will provide excellent customer service and deliver positive outcomes. The Program Manager shall work exclusively on the W-2 Project. A Contactor may combine the Program Manager and Program Director roles; however the education and experience shall reflect the Program Director requirements. This position requires a combination of education, training and experience that demonstrates the ability to perform the duties as described.

Quality Assurance Manager. The Quality Assurance Manager is responsible for developing a quality assurance plan for the W-2 and Related Programs, staff training, and program integrity. The Quality Assurance Manager will work closely with the W-2 Program Manager in implementing a quality assurance system that monitors and ensures continuous improvement in service delivery. This position requires a combination of education, training and experience that demonstrates the ability to perform the duties as described

Finance Manager. This position requires a combination of education, training and experience that demonstrates the ability to manage budgets for state or local government contracts. The Finance Manager may have responsibility for support of multiple projects.

IT Manager. This position requires a combination of education, training and experience that demonstrates the ability to manage the IT and telecom needs of complex start-up and continuing projects. The IT Manager may have responsibility for multiple projects.

Financial and Employment Planner (FEP). This is a case manager employed the W-2 Agency directly or by subcontract, who determines eligibility, assists in the process of determining eligibility, or performs case management functions. FEP includes a case manager who specializes in employment attachment and retention, assists W-2 participants with special needs, or assists W-2 participants with the Supplemental Security Income (SSI) and Social Security Disability Income (SSDI) application process. Agencies must employ at least one (1) FEP. [WI Statute 49.143 (2)(c)].

1.6. Proposer conference

A Proposers Conference will be held on April 20, 2012, from 9:00am - 1:00pm at Wisconsin Department of Children and Families, 201 E. Washington Ave., Room D203 in Madison to respond to questions and to provide any needed additional instruction to vendors on the submission of proposals. All proposers who intend to respond to this RFP are encouraged to attend the proposer conference, but it is not mandatory. Aside from attending in-person the Proposer Conference will be webcast via MediaSite. Any proposer who attends via MediaSite must sign-in to have the ability to submit questions.

The link and instructions to access the conference using MediaSite will be posted to the W-2 Request for Proposal Website at least 48 hours prior to the start of the conference. http://dcf.wisconsin.gov/w2/rfp/2013/default.htm.

Proposers are encouraged to submit their questions in writing by April 16, 2012 following the instructions in section 1.7 of this RFP to ensure answers are available the day of the conference. All questions and answers from the conference will be provided in an amendment and posted on the DCF 2013 W-2 Request for Proposal Website. http://dcf.wisconsin.gov/w2/rfp/2013/default.htm.

1.7. Clarification and/or revisions of this RFP

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal in writing through email to:

Sue Handrich-Herr, Procurement

E-mail: DCFProcurement@wisconsin.gov

The deadline for questions to be addressed at the Proposer Conference is April 16, 2012. Questions submitted after that date may not be answered at the conference but will still be addressed in the addendum that follows. The final deadline for all questions is April 24, 2012. The Department will post the responses to all questions including those raised and answered at the Proposer conference to the DCF 2013 W-2 Request for Proposal Website. http://dcf.wisconsin.gov/w2/rfp/2013/default.htm.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above

named individual of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify DCF prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal will be made only by an official written amendment issued by the DCF Procurement Unit and posted to the DCF2013 W-2 Request for Proposal Website. http://dcf.wisconsin.gov/w2/rfp/2013/default.htm. Proposers may attach additional relevant information to their proposal response.

1.8. Reasonable accommodations

DCF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposer conference, contact Sue Handrich-Herr, Procurement, at (608) 266-1539 (voice) or Wisconsin Telecommunications Relay System (TTY) at 1-800-947-3529.

1.9. Calendar of events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates shall be completed as indicated unless otherwise changed by DCF. In the event that DCF finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
April 5, 2012	RFP issuance date
April 16, 2012	Deadline for submitting questions for Proposer conferences
April 20, 2012	Proposer conferences
April 24, 2012	Last day for submitting written questions
April 27, 2012	Post amendments to DCF 2013 W-2 Request for Proposal
	Website. http://dcf.wisconsin.gov/w2/rfp/2013/default.htm ,
	which include answers to questions, supplements and/or
	revisions to the RFP
June 11, 2012	Proposals due on or before 2:00 p.m.
July 9-13, 2012	Interviews/presentations (estimated)
July 23-27, 2012	Negotiation of best and final offer (estimated)
August 1, 2012	Notification of intent to award sent to proposers (estimated)
September 1, 2012	Contract award and signed (estimated)
January 1, 2013	Contract start date

1.10. Contract term

The contract shall be effective on the contract execution date (unless amended in writing by mutual agreement due to implementation delay) and shall run for four (4) years from January 1, 2013, to December 31, 2016, with an option by mutual agreement of the agency and contractor, to renew for up to four (4) times, each time for up to an additional two-year period, for a maximum of twelve (12) years. DCF will notify the contractor six (6) months prior to the end of each contract term if it intends to renew the contract for another term. The two-year extensions may be reduced to one-year extensions at that time if DCF determines it to be in their best interest.

1.11. Payment Structure

This procurement will establish an incentive contract based on fixed-price payments determined by a competitive cost proposal for specified activities and outcomes the Department has determined to be highly important to the success of the W-2 program. The contract will provide payments as outlined below.

A maximum annual budget amount for each geographical area is listed in Table 1 below. Total payments to a contractor for enrolled participants, program outcomes, and Federal Work Participation Rate attainment may not exceed the maximum annual budget amount in a geographical area except as provided in section 1.11.5.3. The Department will determine a new maximum annual budget amount for each geographical area on an annual basis prior to August of each contract year.

Geographical Area	Maximum Budget Amount
Milwaukee (Northern)	\$8,835,815
Milwaukee (West Central)	\$8,835,815
Milwaukee (East Central)	\$8,835,815
Milwaukee (Southern)	\$8,835,815
Southeast	\$4,867,232
Southwest	\$3,689,232
Western	\$ 872,686
Northwest	\$1,741,219
North Central	\$2,271,732
Northeast	\$3,352,487

Table 1. Maximum Annual Budget Amounts

1.11.1. Payment Structure Overview

Payments will consist of the following:

- A monthly capitation amount for each enrolled participant as defined in section 1.11.4 of this RFP.
- An amount for defined performance outcomes based on the fixed prices for the following performance outcomes as defined in section 1.11.5 of this RFP. The total annual performance payments will depend on the number of performance targets met during the year. The performance outcomes are:

- Job Attainment
- Long -Term Participant Job Attainment
- High Wage Job
- Job Retention
- SSI/SSDI Attainment
- A quarterly performance fee for the attainment of the 50% Federal All Families TANF Work Participation rate in the Contractor's geographical area during the quarter. No performance fee will be paid for lower than 50% work participation rate, even if a lower rate meets federal requirements in effect at the time. (See section 1.11.6). This payment is not included in the maximum annual budget.

Reimbursement of benefits paid for Emergency Assistance Payments and Refugee Cash Assistance, costs associated with on-site Contracted Child Care, and Refugee Services funded by the Federal Office of Refugee Resettlement will be paid separately from the above W-2 payment structure through allowable cost reimbursement as provided in section 1.13. These reimbursement amounts are not included in the maximum annual budget.

All claims for the previous calendar year shall be submitted by March 31 of the following year.

The Department reserves the right to review claims for specific outcomes before payment is made. Failure of verification or fraudulent or insufficient documentation may result in denial of claim or recoupment of any payment made in error and may result in penalties. (See Exhibit 2: Proposed Contract, section V.B.3.)

The Department and the Contractor may renegotiate the target quantity and price for each performance category on an annual basis in August of each year for the following calendar year, beginning August 1, 2013.

1.11.2. Pre-payments

There shall be no pre-payments to contractors based on anticipated service to enrolled participants, anticipated achievement of performance outcomes, anticipated attainment of the Work Participation Rate, or anticipated reimbursable costs.

1.11.3. Start-up funds

Start-up funds are not available under this contract. Proposers must have the financial capacity to support their transition and start-up activities prior to receiving the payments described in sections 1.11.4 and 1.11.5 below. The Department may, at its discretion, conduct a pre-audit prior to selecting the winning proposer to assure the proposer has sufficient financial capacity to support program start-up.

1.11.4. Monthly Capitated Payments

Contractors are paid a monthly capitated amount. The monthly capitated amount is based on the capitated rate times the number of participant families enrolled in the W-2 program at any time during a month, including all paid and unpaid placements as defined in section 1.3.3. The monthly capitated amount shall compensate Contractors for a portion of the monthly cost of serving participant families in W-2 and applicants for and recipients of Emergency Assistance, and Job Access Loans. The monthly capitated amount does not compensate the Contractor for W-2 benefits which are paid directly by DCF, or for Emergency Assistance Benefits, Refugee Cash Assistance (RCA) benefits and services, or Contracted Child Care for which the contractor is paid as an expense based reimbursement.

The number of eligible enrolled participant families will be determined through a monthly WebI Report using during-the-month (DTM) participant family information, to ensure that any participant family served in a month is included in the total. Reports are generated on the first Monday following the first full work week of each month. Payments will be generated through Automatic Clearing House (ACH) on the fifth (5th) business day following the day after the second business Monday of the month based on the total monthly enrollment in this report. The dates for submission of claims from the agency and the subsequent payment generation dates can be found the **Payment** Claims and Processing Calendar 2013 at http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim payment calendar 2013.doc.

When calculating the payment based on the monthly capitated amount, eligible participant families who are enrolled in the W-2 placement type CMF are only included for a maximum of three (3) consecutive months.

Payments based on the monthly capitated amount shall not exceed 60% of the total Budget Amount shown in Table 1 during the first year of the contract (CY 2013), 50% during year 2 (CY 2014), and 40% during years 3 and 4 (CY 2015 and CY 2016). In their cost proposals for the first year of the contract, Proposers may compute their proposed capitated amount using less than 60% of the maximum budget for each geographical area. Amounts not expended for capitated payments may be paid in performance payments at the department's discretion. However, amounts not expended in performance payments because a contractor does not achieve proposed attainment levels may not be paid as capitated payments.

The Department has set an enrollment level for each geographical area based on the total participants served by the W-2 program in CY2011 as shown in Table 2. CY2011 was a record high year for W-2 enrollment, and enrollment began to decline in August 2011 and has continued to decline through February 2012. The target price for each geographical area was determined based upon current costs and evidence that larger agencies are more efficient in service delivery.

Proposers may use enrollment figures lower than the enrollment level in Table 2 in their cost proposals. However, the effect of using a lower enrollment is that Contractors may reach their maximum amount of capitated payments as indentified in their cost proposal early in the calendar year and still be obligated to provide ongoing

services to eligible families through the remainder of the year. To assure that capitated payments continue for most, if not all the period of time that eligible families are being served by the Contractor, cost proposals using less than 50% of the enrollment shown in Table 2 will be considered non-responsive. Proposers will receive higher scores for proposing a larger quantity and a lower price for each of the performance outcomes listed in Table 2.

Table 2. Annual Duplicated Participant Enrollment and Target Price

Geographical Area	Annual Duplicated Enrollment in 2011	Target Price
Milwaukee (Northern)	39,475	\$132
Milwaukee (West Central)	39,475	\$132
Milwaukee (East Central)	39,475	\$132
Milwaukee (Southern)	39,475	\$132
Southeast	21,200	\$135
Southwest	16,400	\$132
Western	2,100	\$245
Northwest	5,300	\$193
North Central	9,300	\$144
Northeast	14,750	\$134

The Department reserves the right to unilaterally change the enrollment level based on the availability of funds for benefits or other unforeseen program changes. The Department will provide 30-days notice of any change in the enrollment to the Contractor and permit the Contractor to renegotiate its capitated payment amount if the increase or decrease in the enrollment level exceeds 10%.

The Department and the Contractor may renegotiate the capitated amount on an annual basis in August of each year for the following calendar year, beginning August 1, 2013.

1.11.5. Payments Based on Performance

DCF has defined a set of program outcomes for which it will issue performance payments. DCF has defined both its target prices per outcome and its target number of expected outcomes per year. The target number for each pay for performance item is based on 2011 results of current contractors, historical performance results over time, expected improvement in the economy, and anticipated improvements in services based on larger geographical areas and larger agencies that can provide specialized services not currently offered by all W-2 agencies. The Department believes the targets in Table 3 are attainable by well-qualified Contractors providing the full scope of services sought in this RFP and that Proposers may reasonably conclude they can produce higher quantities of outcomes based on their experience and expertise. The prices and quantities shown in Table 3 reflect the department's priorities for the program. The sum of the product of all target prices and target quantities for each pay for performance item approximates the total budget amount available for performance payments in each geographical area assuming the capitated

amount paid to Contractors in each geographical area equals 60% of the maximum budget for the geographical area. Contractors shall identify a proposed quantity and a proposed price for each performance outcome in their cost proposal. Proposals will be evaluated on both the proposed quantity and proposed price for each performance outcome. Proposers will receive higher scores for proposing a larger quantity and a lower price for each of the performance outcomes listed in Table 3.

Table 3.	Table 3. Target Price and Target Quantity of Performance Outcomes for 2013.							
Target Price	Pay for Performance Outcome	Each Milwaukee Area	Southeast	Southwest	Western	Northwest	North Central	Northeast
\$1250	Minimum Job Attainment	809	521	397	94	164	247	363
\$1000	Minimum Long-Term Attainment	216	18	7	2	2	2	2
\$750	Minimum High Wage Attainment	188	94	106	13	24	42	56
\$2000	Minimum Retention Attainment	944	532	365	97	210	250	378
\$1250	Minimum SSI/SSDI Attainment	162	85	108	15	31	39	48

1.11.5.1. Submitting Claims for Performance Payments.

Performance payments are paid to Contractors each month on a per outcome basis. Contractors are responsible for collecting valid, accurate information which can verify each outcome. Documentary verification must be available in the Electronic Case File (ECF) prior to submission of a claim for payment. Contractors shall submit a monthly claim by the first (1st) business day of the month listing the number of specific outcomes achieved during prior months. Contractors may delay submitting claims until a later claim submittal date; however, Contractors may not submit duplicate claims for the same outcome.

Comprehensive expense reporting is required prior to payments being issued even though costs are not the basis for contractor payments. Upon submission of timely CORe reports payments will be made monthly. Note: W-2 participant benefit payments will be issued directly from the state. These payments are based on the

W-2 participant's data entered into CARES by the W-2 Contractor. See Exhibit 2 – Contract, section V.B. for more details. All transition expenses should be reported with the initial expenditure report.

Payments will be generated through ACH from that submission on the (5th) business day following the day after the second business Monday of the month. This will correspond with the payment date for capitated payments. The Department will review a sample of each claim submission for accuracy and reserves the right to request additional verification or to deny payment for unsubstantiated claims. See Schedule of Payments for 2013. http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc

1.11.5.2. Payment for Additional Outcomes above the Proposed Quantity for a Performance Category.

The Department may, at its sole discretion, pay for additional outcomes above the proposed quantities in the competitive cost proposal for each performance category up to the maximum budget for the geographical area. As indicated in section 1.11.4, if capitated payments equal less than the maximum percentage of the maximum budget allocated to such payments, unspent capitation funds may, at the Department's discretion, be used for performance payments above the maximum proposed quantity; however, unspent performance payments may not be used for capitation payments.

Proposers shall not assume that payments for quantities above the proposed quantities in the cost proposal will be approved. Proposers shallstructure their cost proposals based on reasonable maximum proposed quantities for each performance category. The Department may consider the Contractor's overall outcomes for each performance category in deciding whether to pay for additional outcomes in one category if the Contractor has not yet met its proposed quantity of outcomes in others. The Department may also consider the Contractor's performance in customer satisfaction surveys in deciding whether to pay for additional quantities above the proposed quantities in the proposal. Discretionary payments above the proposed quantities, if approved by the Department, will be paid by ACH based on a claim for payment as described in **Submitting Claims for Performance Payments** (Section 1.11.5.1).

1.11.5.3. Payment for Additional Outcomes above the Maximum Budget for the Geographical Area.

The Department may also negotiate prices in the best and final offer negotiations with the winning proposer in each geographical area which may be paid, at the Department's discretion, for additional outcomes above the total maximum budget in the geographical area. Discretionary payments above the maximum budget, if approved by the Department, will be paid by ACH based on a claim for payment as described in **Submitting Claims for Performance Payments** (Section 1.11.5.1)

1.11.5.4. Performance Outcomes

a. Job Attainment Performance Outcome

The Job Attainment outcome payment is payable under the following conditions:

- The Contractor has verified that the individual has secured unsubsidized employment that complies with all applicable state and federal labor laws;
- **ii.** The Contractor has verified that a single employment lasted at least 31 calendar days;
- **iii.** The Contractor has verified that either condition a) or b) below is met by hours worked or wages earned from one job or a combination of multiple jobs:
 - a). The Contractor has verified that the total hours worked (hours worked includes paid days off) equals or exceeds 110 hours in the 31 calendar days following the first day of employment, or
 - **b).** The Contractor has verified that the participant has earned at least \$870 in gross, unsubsidized wages in the 31 calendar days following the first day of employment.
- **iv.** The Contractor has verified that the individual who obtained employment met one of the following requirements as of 1 business day prior to the employment begin date:
 - **a).** The individual was in an open W-2 placement (excluding CMF and CMU), or
 - **b).** The individual's W-2 Program Request date is at least 1 business day prior to the employment begin date(s).
- **v.** The Contractor has verified that the Contractor has not received another Job Attainment payment for the individual in the 12 months prior to the employment begin date.
- vi. All verification submitted by the Contractor was received by the Contractor while the individual had an open W-2 placement and was in the same W-2 episode as the first day of employment.

b. Long -Term Participant Job Attainment Performance Outcome

Long-term participant job attainment is a payment to encourage agencies during the first year of contracting to place hard-to-serve eligible parents. Long-term eligible parents are defined as eligible parents already enrolled in W-2 who are carried into the contract on January 1, 2013 and who have used more than 24 months on the state clock, with six (6) or more months used in 2012. Contractors may earn a Long-Term payment in addition to a Job Attainment payment for the same individual so long as all requirements are met for both types of payments.

Contractors may submit a claim for the Long-Term Participant Job Attainment performance outcome when all of the following requirements are met:

- **i.** The Contractor has verified that the individual who obtained employment met all the requirements for the Job Attainment performance outcome;
- **ii.** The Contractor has verified that the Contractor has not received another Long-Term participant payment for the individual; and
- **iii.** The Contractor has verified that the participant has the following characteristics as of the contract begin date, the participant:
 - a). Has used at least 24 months of the 60-month state clock; and
 - **b).** Used 6 (six) or more months in 2012.

c. High Wage Job Performance Outcome

Contractors are encouraged to place eligible parents in high wage employment. Wage levels for each Geographical Area were determined by historical data identifying the starting wages within the areas.

Contractors may submit a claim for the High Wage Job performance outcome when all of the following requirements are met:

- i. The Contractor has verified that the individual has secured unsubsidized employment that complies with all applicable state and federal labor laws:
- **ii.** The Contractor has verified that a single high wage employment lasted at least 31 calendar days;
- **iii.** The Contractor has verified that the total hours worked in the high wage job (hours worked includes paid days off) equals or exceeds 110 hours in the 31 calendar days following the first day of employment.
- **iv.** The Contractor has verified that the individual who obtained employment met one of the following requirements as of 1 business day prior to the employment begin date:
 - a). The individual was in an open W-2 placement, or
 - **b).** The individual's W-2 Program Request date is at least 1 business day prior to the employment begin date(s).
- **v.** The Contractor has verified that the Contractor has not received another High Wage payment for the individual in the 12 months prior to the employment begin date;
- **vi.** The Contractor has verified that the hourly wage paid at the start of employment is equal or greater than the amount shown in Table 5.

Table 5. High Wage Performance Outcome Top 15% Wage

Geographical Area	Top 15% Wage Rate
Milwaukee (Northern)	\$ 11.89
Milwaukee (West Central)	\$ 11.89
Milwaukee (East Central)	\$ 11.89
Milwaukee (Southern)	\$ 11.89
Southeast	\$ 11.45
Southwest	\$ 11.99
Western	\$ 10.70
Northwest	\$ 10.91
North Central	\$ 11.01
Northeast	\$ 11.00

d. Job Retention Performance Outcome

Contractors are eligible for job retention payments. Contractors are not eligible for job retention payments until after the first quarter of 2013, based on individuals placed in jobs during the first quarter of 2013.

Contractors may submit a claim for the Job Retention performance outcome when all of the following requirements are met:

- The Contractor has verified that the individual has secured unsubsidized employment that complies with all applicable state and federal labor laws;
- **ii.** The Contractor has verified that employment lasted at least 93 calendar days with no more than a single interruption of no more 14 calendar days;
- **iii.** The Contractor has verified that either condition a) or b) below is met by hours worked or wages earned from one job or a combination of multiple jobs:
 - **a).** The Contractor has verified that the total hours worked equals 330 hours in the 93 calendar days following the first day of employment.
 - **b).** The Contractor has verified that the participant has earned at least \$2610.00 in gross, unsubsidized wages in the 93 calendar days following the first day of employment.
- **iv.** The Contractor has verified that the individual who obtained employment met one of the following requirements as of 1 business day prior to the earliest employment begin date:
 - a). was in an open W-2 placement.
 - **b).** The individual's W-2 Program Request date is at least 1 business day prior to the employment begin date(s).

v. The Contractor has verified that the Contractor has not received another Job Retention payment for the individual in the 12 months prior to the employment begin date.

e. SSI/SSDI Attainment Performance Outcome

Contractors may earn performance payments for assisting those W-2 eligible parents interested in pursuing SSI/SSDI and whom the Contractor believes have a reasonable chance of obtaining SSI/SSDI to apply for and obtain SSI/SSDI payments.

Contractors may submit a claim for the SSI/SSDI Attainment performance outcome when all of the following requirements are met:

- i. The Contractor has verified that the individual is eligible for SSI or SSDI benefits;
- **ii.** The Contractor has verified that the family had an open W-2 placement and that the Contractor claiming payment was providing SSI advocacy services to that individual for at least 60 days prior to the date that the individual became eligible for SSI or SSDI. (For January and February 2013, the 60 day service period is not required.)
- **iii.** The Contractor has verified that the individual's W-2 case has closed as a result of being determined eligible for SSI/SSDI. (Exception: In the case of two parent families the case may stay open because the agency has verified that only one parent became eligible for SSI/SSDI.)

1.11.6. Additional Payments Based Upon the Federal Work Participation Rate

The Department is required to meet the Federal Temporary Assistance for Needy Families (TANF) Work Participation Rate. Contractors have the responsibility to review W-2 policies and assign appropriate W-2 activities to eligible parents and take appropriate actions to ensure that the supervision, documentation and verification requirements are met (See Exhibit 3: Scope of Work). Contractors who meet the Federal All Families Work Participation Rate of 50% for their geographical area will be eligible for additional funding as listed in Table 6 (below) above the maximum budget amount. The payment amounts are based upon the 2011 caseload proportions for each geographical area. Reports are available through WebI for monitoring of work participation performance. Payments will be made quarterly. The dates for submission of claims from the agency and the subsequent payment generation dates can be found on the Payment Claims and Processing Calendar 2013 at http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc.

Table 6. Work Participation Rate Quarterly Payments		
Geographical Area Quarterly Amount		
Milwaukee (North)	\$ 44,188	

Milwaukee (West Central)	\$ 44,188
Milwaukee (East Central)	\$ 44,188
Milwaukee (South)	\$ 44,188
Southeast	\$ 20,500
Southwest	\$ 20,000
Western	\$ 2,500
Northwest	\$ 6,250
North Central	\$ 9,500
Northeast	\$ 14,500

1.12. Centralized Benefits

Beginning with the 2013 contract, individual W-2 agencies will not have fiscal responsibility for disbursement or tracking of benefits (cash assistance) to W-2 eligible parents. The state will undertake the payment of grants as a direct state activity. DCF may impose enrollment limits on any or all geographical areas, at any time during the contract. Contractors are required to collect all required information for determining eligibility and process new applicants and ongoing eligible parents appropriately in CARES. Contractors shall place eligible parents in placements according to policy. The Department will monitor Contractors' adherence to policy. Any deviation from policy may result in penalties. See Contract Section V.B.3.

1.13. Cost Reimbursement

The Department will reimburse Contractors through cost reimbursement payments only for the following program components: Emergency Assistance Payments, Contracted Child Care, Refugee Cash Assistance, and Refugee Services funded by the Office of Refugee Resettlement. All reimbursement claims should be submitted on the first Monday of the second full work week of the month. The dates for submission of claims from the agency and the subsequent payment generation dates can be found on the Payment Claims and Processing Calendar 2013 at http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc.

Payments for these claims will be issued on Friday of the same week. Exceptions will be made for Emergency Assistance Payments. Contractors may submit EA claims via CORe by the second and fourth Tuesday of the month and will receive payment via ACH by Friday of the same week. Contractors shall assign a designated staff member who will have the authority to approve auxiliary and Job Access Loans payments. Emergency Assistance payments are not issued out of Department systems. These payments are issued directly by the Contractor and reimbursed by the Department.

2. PREPARING AND SUBMITTING A PROPOSAL

2.1. General instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required interviews or presentations. Proposers shall respond clearly and completely to all requirements. 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 or desired.

2.2. Incurring costs

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting proposals

Proposers shall submit, in a sealed package, One Original (identify) PLUS eight (8) hard copies of all materials, and one electronic copy of the entire proposal on CD or DVD in .DOC, .XLS, or .PDF formats. **Proposal shall be received on or before 2:00 p.m., June 11, 2012** by:

<u>U.S. Mail:</u> <u>UPS, Fed Ex, etc.: courier</u>

Sue Handrich-Herr
WI Department of Children and Families
Bureau of Finance
P.O. Box 8916
Madison, WI 53708-8916
Sue
WI I
Burea
201
Madison, WI 53708-8916

Sue Handrich-Herr WI Department of Children and Families Bureau of Finance 201 East Washington Avenue, Rm. A200 Madison, WI 53703

A proposer may hand deliver its proposal package on or before the date and time listed above.

More than one agency in this building receives bids at the 1st floor reception. Therefore it is recommended that all bid packages be sealed and clearly marked on the outside of the package with the following:

- WI Department of Children and Families, DMS Bureau of Working Families
- Proposer's Name and Address
- Wisconsin Works (W-2) and Related Programs
- RFP # CFB00144
- June 11, 2012, no later than 2:00 p.m.

Failure to properly identify your package(s) could result in the package(s) being misdirected and could lead to your response being disqualified.

All proposals shall be time-stamped at the 1st Floor Reception by the stated time. Proposals not so stamped will not be evaluated. Receipt of the proposal by the State mail system does not constitute receipt of the proposal by the DCF Procurement Office.

DCF does not accept facsimile machine or e-mail submitted proposals.

COST PROPOSAL: Submit Original plus one (1) copy from Exhibit 6. Seal in an envelope and submit within the proposal package. The outside of the envelope shall clearly state "Cost Proposal" and the name of proposer.

2.4. Proposal Organization and Format

The original proposal and all copies shall be typed and submitted in three-ring binders on 8.5 by 11 inch white paper. DCF requests that Proposers print the proposals on double-sided paper to reduce waste and the costs associated with freight and storage. The maximum number of pages for the response to Exhibit 5 – Technical Response Items is 100 pages (50double-sided). Required attachments as noted in Exhibit 5, dividers/tabs do not count as part of the 100 page limit (50 double-sided).

The minimum font size is eleven (11) points. All margins shall be one (1) inch, line spacing shall be set at 1.5, and font shall be Times New Roman. All forms, documents, attachments, and financial statements required under this RFP are a separate submittal and are not included as part of the 100 page limit (50 double-sided).

The Proposer Agency's name shall appear on each page of the proposal. Each page shall be numbered and submitted with the dividers/tabs outlined below.

Each section shall be complete and whole. Do not respond with references to responses to other sections.

Proposers responding to this RFP shall comply with the following format requirements:

Tab 1: COVER LETTER and FORMS.

Include here any cover letter, Form 1: Agency Identification, Form 2: Affidavit of Fair Competition, Form 3: Designation of Confidential and Proprietary Information (if applicable), Form 4: Minority Business Preference (if applicable), and Form 5: Proposer Checklist. Also include here any Acknowledgement of Amendment to the RFP forms (issued with any Amendments).

The person in the proposer's organization, who is responsible for the proposal submittal, including prices, shall sign proposals submitted in response to this RFP. Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any addendums/amendments thereof.

Tab 2: STATEMENT OF ECONOMIC INTEREST AND FINANCIAL STABILITY DOCUMENTATION

Private (non-governmental) organizations proposing must complete and submit Form 6: Statement of Economic Interest along with a \$50.00 filing fee. In addition, they must respond by:

- Listing your assets, liabilities and sources of income (preferably attach a copy of your most recent audited financial statements).
- Listing all of your other clients in Wisconsin and describe the goods or services that you provide to each client.
- Listing all your subsidiaries, affiliates and parent companies, if any.

All private for-profit proposers responding to this RFP shall submit copies of their last three (3) years of tax returns. All private not-for-profit proposers shall submit their last three (3) years of 990 filings. Public proposers' financial stability will be determined by their previous audits already on file with DCF. The State may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability. If the audit unit determines your agency does not have the financial stability to fulfill the requirements of this contract, you will be ineligible to receive an award based on this RFP.

Tab 3: NARRATIVE RESPONSE TO TECHNICAL RESPONSE ITEMS

Include here the Proposer's responses to the Technical Response Items listed in Exhibit 5. This section shall not exceed 100 pages (50 double-sided). Within this tab, each alphabetical response item shall have its own tab, 3A-3I. Each tab shall be complete in its response and not reference to other tabs.

Tab 4: RELEVANT CONTRACT LIST

Include here all the completed Form 7 Relevant Contract List from Exhibit 5: Technical Response Items. Submit a separate sheet for each contract listed.

Separate Envelope: COST PROPOSAL

Provide cost information as detailed in Exhibit 6 Cost Proposal. All costs, as requested, for furnishing the product(s) and/or service(s) shall be included in this proposal. The cost proposal shall NOT be listed in any other part of the proposal response.

2.5. Multiple proposals

Proposers intending to bid for more than one geographical area shall submit separate proposals for each. Each proposal shall conform fully to the requirements for proposal submission. Proposers may not submit more than one proposal for a single geographical area. Proposers may submit proposals for any or all of the geographical areas. In no instance will a single proposer be awarded all of the four Milwaukee Areas and in no instance will a single proposer be awarded all of the six BOS Areas. If a single proposer is determined to be the highest scoring proposer in all Milwaukee or all BOS Areas, DCF has the sole discretion to determine which area will be awarded to the second highest scoring proposer based on the best interest of the State.

The State will award one contract per geographical area; however, the State reserves the right to combine two or more geographical areas won by a single proposer into one contract.

2.6. Withdrawal of proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn in writing. Proposers may withdraw a proposal, in writing, at any time. The Purchasing Agent managing this RFP process shall receive the written withdrawal notice. An authorized representative of the proposer shall sign the notice. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time. Once withdrawn, the proposal will not be considered for any reason.

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1. Evaluation Committee

The proposals will be evaluated by a committee selected for their special expertise and knowledge of the service(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee unless otherwise directed by the Purchasing Agent.

3.2. Right to reject proposals

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

3.3. Preliminary evaluation

The proposals will be initially reviewed to determine if mandatory requirements as identified in the RFP and Scope of Work are met. Proposers must submit Form 5: Proposer Checklist to indicate their acknowledgement, acceptance and submittal of the requirements. Failure to agree to mandatory requirements on Form 5 Proposer Checklist shall result in the proposal's rejection. In the event that all proposers do not meet one or more of the mandatory requirements, DCF reserves the right to reject that requirement and continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

3.4. Minority Business Enterprises (MBE)

DCF shares in the state goal of placing five (5) percent of its total annual purchasing dollars with state-certified minority businesses. You, as a contractor, are strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement (second-tier suppliers), with a goal of awarding 5% of the contract price to such enterprises.

Proposals received from Wisconsin-certified Minority Business Enterprises (MBE) may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to

these businesses. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.5. Technical Review of Proposal

The evaluation committee will review the proposals for technical quality in a series of steps. The scores across all evaluation committee members for each response will be summed and averaged. Proposals must receive a passing score at each step in order to advance in the review process. Section 3.6 below summarizes the point distribution for each section of the proposal. The Technical Response Items are found in Exhibit 5: Technical Response Items.

Step 1: Panel Review of Organizational Capacity Response Items (100 points) and Transition Plan Response Items (100 points)

Proposers shall respond to the questions listed in Exhibit 5: Technical Response Items. The evaluation committee will evaluate each response to the Organizational Capacity and Transition Plan, and all relevant attachments. Proposals receiving less than 50 points for either section will not proceed to the next level of review.

Step 2: Panel Review of Service Delivery Response Items (500 points)

The evaluation committee will evaluate the Proposer's response to the remaining sections of the Technical Response Items (i.e. Service Delivery Model Overview, Job Attainment, SSI/SSDI Attainment, Meeting Federal TANF Work Participation Rates, Refugee Service Delivery Plan, Quality Management, and Budget Appropriateness.) The reviewers will rate each section separately. The combined average of the scores in this section must equal 250 points or more for the proposal to move forward in the review process.

Step 3: Cost Calculation. 300 points.

The proposals passing step 2 will move forward to the cost proposal review process. The Department will evaluate the performance portion of cost proposals on three criteria:

- 1. The proposed quantity of outcomes for each performance category.
- 2. The proposed price for each outcome within each performance category.
- 3. The total budget for all performance categories.

Proposed quantities above the Department's target quantities for each performance category will receive more points, and proposed quantities lower than the Department's targets will receive fewer points as described in section 5.1. If the sum of all proposed costs for each performance category (proposed quantity times proposed price for the performance category) plus the total proposed budget for capitated payments exceeds the total maximum budget for the geographical area, the proposal will be considered non-responsive. The cost proposal section of

the proposal will be calculated by the procurement lead using the methodology described in section 5.0.

3.6. Evaluation Criteria

The proposals' response items will be scored using the scale:

TECHNICAL RESPONSE ITEMS POINTS			TOTAL
Step 1	A. Organizational Capacity	100	100
	B. Transition Plan	100	100
Step 2	C. Service Delivery Model Overview	100	500
	D. Job Attainment	80	
	E. SSI/SSDI Attainment		
F. Meeting Federal Work Participation Rates 60			
G. Refugee Services 60			
	H. Quality Management Plan	60	
	I. Budget Appropriateness	80	
TOTAL	FECHNICAL REVIEW		700

COST CALCULATION		POINTS	TOTAL
Step 4	1.11.4 Capitation Rate	100	300
	1.11.5 Performance Outcomes	200	
TOTAL OF COST CALCULATION			300

TOTAL TECHNICAL REVIEW	
TOTAL OF COST CALCULATION	300
TOTAL TECHNICAL REVIEW AND COST CALCULATION	

3.7. Interviews and Presentations

The evaluation committee may invite the top-scoring proposers to an interview to support and clarify their proposal. Upon completion of any interviews/presentations by proposers, DCF's evaluation committee will review their evaluations and make adjustments to the technical scores based on the information obtained in the interview/presentation, possible reference checks, and any other pertinent proposer information.

3.8. Award and final offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive proposal after the original evaluation process is complete. Alternatively, the highest scoring proposer or proposers may be requested to submit best and final offers. Best and final offers will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer following that process.

3.9. Notification of intent to award

All proposers who respond to this RFP will be notified in writing of DCF's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency Procurement staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:00 p.m., at DCF Procurement, 2nd floor, 201 E. Washington Avenue, Madison, Wisconsin. Proposers must make appointments to ensure that space and time are available for the review. Contact Sue Handrich-Herr,Purchasing Agent Sr., 608-266-1539, to make an appointment.

3.10. 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:

- 1. A conflict of interest on the part of one or more evaluators;
- 2. Errors were made in the evaluation of proposals;
- 3. The evaluators did not adhere to the established evaluation criteria.

Any written protest of the Notice of Intent to Award Contracts must be fully documented and must be postmarked and filed with the Deputy Secretary of the Department of Children and Families, Room G200, 201 East Washington Avenue, P.O. Box 8916, Madison, WI 53708-8916, and received in that office no later than five (5) business days after the Notice of Intent to Award Contracts is postmarked.

For purposes of this provision, fax communications will suffice. Appellants must use (608) 261-6972 (fax number) for this purpose and confirm timely receipt by calling telephone (608) 266-8684.

The Deputy Secretary of Department of Children and Families 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 Department of Children and Families Deputy Secretary shall have the right to appeal the decisions to the Secretary of the Department of Children and Families, 201 East Washington Avenue, P.O. Box 8916, Madison, WI 53708-8916. The written appeal must be based on one or more of the factors listed above and must fully explain the basis for appealing the Department of Children and Families Deputy Secretary'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 DCF Deputy Secretary. The Department Secretary shall review the appeal and render a final decision of the contract.

3.11. Negotiate contract terms

The Department reserves the right to negotiate the terms of the contract, including the award amount with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Department may negotiate a contract with the next highest scoring proposer. The Department reserves the right to enter into a single contract with a bidder who is awarded more than one (1) geographical area.

4. TECHNICAL RESPONSE ITEMS

The Evaluation Committee will score the Proposer's responses to the technical items listed in Exhibit 5 Technical Response Items. The narrative responses to these items shall be submitted under Tab 3 of the proposal document as outlined in Section 2.4.

5. COST PROPOSAL

The cost proposal is found in Exhibit 6.

5.1. Cost Proposal Scoring Overview

The cost proposal (found in Exhibit 6) shall be submitted in a separate envelope within the written proposal package. All prices shall be quoted in US dollars.

The Purchasing Agent will score the proposals by calculating the difference of the target amounts of prices and quantities against the proposed prices and quantities using the formulas described below. Prices 50% above the DCF target figures or quantities 50% below the DCF target figures will be considered nonresponsive and result in rejection of the entire proposal.

Maximum evaluation points have been assigned in Section 3.6 of this RFP. Proposers accepting the DCF targets for prices will earn 50% of these maximum points and those proposers who accept the DCF target quantities will also earn 50% of these maximum points. Proposers, who for a given performance outcome propose lower prices will receive proportionately more points on the price score above this 50% level. Proposers, who for a given performance outcome propose a greater quantity, will receive proportionately more points on the quantity score above this 50% level. Those that propose higher prices will receive proportionately fewer points below this 50% level on the price score. Those that propose lower quantities will receive proportionately fewer points below this 50% level on the quantity score.

This method applies to the cost scoring of both capitation and performance outcomes.

5.1.1. Price Score Calculation

Calculation of points awarded for prices will use the target prices as the numerator and the proposed price as the denominator. The average sum of this price score across

all performance outcomes equally weighted will be multiplied by 50% of the points assigned to this specific category, resulting in a price proposal score.

(Target Price / Proposers Price) X 50% of maximum evaluation points = Score

5.1.2. Quantity Score Calculation

Calculation of points awarded for quantities will use the proposed quantity as the numerator and the target quantity the denominator. The average sum of this quantity score across all performance outcomes equally weighted will be multiplied by 50% of the points assigned to this specific category, resulting in a price proposal score.

(Proposer's Quantity / Target Quantity) X 50% of maximum evaluation points = Score

Total Proposers Score = Price Score + Quantity Score

5.1.3. Scoring of Cost Proposal

Capitation rate has been assigned 100 evaluation points. These are equally divided between price score and quantity score, assigning 50 points to each.

Performance outcomes have been assigned 200 evaluation points. These are equally divided between price score and quantity score with 100 points each. There are five performance outcomes, so each performance outcome gets 40 points equally divided between price and quantity.

Example 1: If the target price set by DCF on a performance outcome is \$1000 and a proposer bids \$800 price for the same number of outcome attainments, then the performance outcomes awarded for price would be:

$$(\$1000 / \$800) X (50\% \text{ of } 40 \text{ points}) = 25 \text{ Points}$$

Example 2: If the target quantity set by DCF on a performance outcome was 1,000 and a proposers bid was for 900 at the same price, then the performance outcomes awarded for quantity would be:

900 / 1000 X (50% of 40 points) = 18 points

5.2. Format for submitting cost proposal. Use Cost Proposal (Exhibit 6).

Submit one original plus one copy per the instructions in section 2.4. Complete and submit only the worksheets relevant to the geographical area being proposed.

5.3. Fixed price period

All prices and conditions outlined in the proposal shall remain fixed and valid for acceptance for one hundred twenty (120) days starting on the due date for proposals.

5.4. Annual renegotiation of prices and quantities

In August of each contract year DCF will enter into re-negotiations of only the price and quantities of the individual performance outcomes or capitated payments and amounts with the Contractor in each geographical area. These prices and quantities can be renegotiated within the limits of the budget by mutual agreement and appended to the next annual contract. Failure to reach a mutual agreement on prices and quantities will result in either DCF holding the Contractor to its original proposals or termination of contract.

6. REQUIRED FORMS

The following forms shall be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Blank forms are attached. Failure to submit all forms may result in rejection of your proposal.

6.1. Found in Exhibit 5 Technical Response Items:

- Form 1: Agency Identification
- Form 2: Affidavit of Fair Competition
- Form 3: Designation of Confidential and Proprietary Information.
- Form 4: Minority Business Preference
- Form 5: Proposer Checklist
- Form 6: Statement of Economic Interests and Filing Fee (see section 2.4)
- Form 7: Relevant Contract List.

6.2. Found elsewhere, not in this RFP text document:

Acknowledgement of Amendment to the RFP (issued with each amendment)

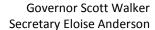
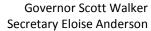




Exhibit 2: Draft Contract

REQUEST FOR PROPOSAL (RFP)
FOR
WISCONSIN WORKS (W2) AND RELATED PROGRAMS
RFP # CFB00144

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Family and Economic Security
Bureau of Working Families





Bureau of Finance 201 E. Washington Ave., Room A200 PO Box 8916 Madison, WI 53708-8916

CONTRACT AGREEMENT

by and between

Wisconsin Department of Children and Families

and

Vendor Name

CONTRACT NUMBER: CFB00144-00

CONTRACT PERIOD:

January 1, 2013 – December 31, 2016

Option to Renew: up to four (4) up to two (2) year periods

Maximum Contract Period: twelve (12) years

COMMODITY OR SERVICE and DEFINITION:

DCF is authorized by section 49.143 of the Wisconsin Statutes, as amended, to contract with service providers to administer the Wisconsin Works (W-2) and Related Programs under sections 49.138 and 49.141 to 49.161

DCF Program Administration:

MILW: Linda Richardson – Phone #414-227-4692

Linda1.Richardson@wisconsin.gov

BOS: Rebecca Brueggeman – Phone # 608-267-9886

Rebecca.Brueggeman@wisconsin.gov

Contract Billing and Payment Terms

Reporting forms located:

http://dwd.wisconsin.gov/core/forms.htm

See Reporting and Payment Schedule located: http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim-payment-calendar-2013.doc

W-2 CONTRACTOR INFORMATION:			
W-2 Contractor / Provider Name:			
W-2 Contractor / Provider Authorized Representative:			
W-2 Contractor / Provider Authorized Email:			
W-2 Contractor / Provider Address:			
W-2 Contractor / Provider Mailing Address:			
W-2 Contractor / Provider City, State, Zip:			
W-2 Contractor / Provider Phone / Fax:			
W-2 Contractor / Provider Program Manager:			
W-2 Contractor / Provider Email:			
W-2 Contractor / Provider FEIN#:			

Funding Information for Grants Managed thru CORe:

W-2 Contractor:		CORe Agency Code #:		Contract # CFB0014-00	
Commodity or Service Description	CORe Contract Code Number	Current Contract Amount	Contract Cha	ange	Total Contract Balance
Maximum Capitated Amount					
Performance Outcomes Amount					
Work Participation Payments					
Cost Reimbursement		Uncapped			
Contracted Child Care					

DCF and the W-2 Contractor acknowledge that they have read the Contract and the attached exhibits, addenda and requirements, understand them and agree to be bound by their terms and conditions. Further, DCF and the W-2 Contractor agree that the Contract and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract. DCF reserves the right to reject or cancel agreements based on documents that have been altered.

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DCF.

otures	
AGENCY AUTHORIZED REPRESENTATIVE REPRESENTATIVE TITLE	Date
Division Administrator	Date
Deputy Secretary Department of Children and Families	Date

^{***}All Funding allocations or budgeted maximums are subject to federal and state budgetary changes***

CONTRACT AGREEMENT

I. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract", shall be between the Wisconsin Department of Children and Families, hereinafter referred to as DCF, and the W-2 Contractor listed on the signature pages, hereinafter referred to as "W-2 Contractor" and/or "Provider" for the procurement of Commodity or Services listed, according to the terms set forth in this Contract.

A. Contract Managers

- 1. DCF and the W-2 Contractor shall each appoint a Contract Manager.
- 2. DCF's Contract Manager is the Division of Family and Economic Security (DFES) Chief of the Milwaukee Operations Section for geographical areas within Milwaukee County and Chief of the Program Operations Section for geographical areas outside Milwaukee County. The W-2 Contractor's Contract Manager is the person identified in the W-2 Contractor Information as W-2 Contractor/Provider Program Manager.
- 3. The DCF Contract Manager monitors the W-2 Contractors for compliance with the Contract and DCF's policies and procedures and satisfactory delivery of the services and activities identified in this Contract, in the scope of work and in the W-2 Contractor's Proposal.
- 4. The W-2 Contractor's Contract Manager manages the W-2 Contractor's daily operations and is responsible for the W-2 Contractor's prompt implementation of any corrections and improvements identified by DCF, to ensure compliance with the Contract and DCF's policies and procedures and satisfactory delivery of the services and activities identified in this Contract, in the scope of work and in the W-2 Contractor's Proposal.

B. W-2 Administrator

1. The DFES Administrator is the W-2 Administrator and shall exercise all of the State's rights under the Contract. Any disputes between a W-2 Contractor and DCF under the Contract shall be resolved by the Disputes process in s. XIII of this Contract.

II. TERM OF CONTRACT

Contract term is January 1, 2013 to December 31, 2016. Upon satisfactory performance and by mutual agreement of DCF and the W-2 Contractor, the contract may be renewed up to four (4) additional up to two (2) year periods, for a maximum of twelve (12) years.

III. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

This Contract and supporting written communications constitute the entire agreement between the parties. The hierarchy of documents in order for resolution is as follows:

- A. Laws, regulations and policies of the State and Federal government
- B. This Contract, including all exhibits, attachments, appendices and addendums to the Contract
- C. Division of Family and Economic Security Administrative Memos
- D. W-2 Contractor's Proposal as submitted
- E. Request for Proposal #CFB00144 and addenda

Any conflict in terms shall be governed by the highest listed document. W-2 Contractor composed and submitted contracts will not be accepted as a substitute for these terms and conditions.

W-2 Contractor agrees to renegotiate this contract or any part thereof in such circumstances but not limited to:

- Increased or decreased volume or level of services;
- Changes required by State and Federal law or regulations, or court action; department policies;
- Reduction in the monies available affecting the substance of this Agreement;
- In the event an American Indian Tribe exercises its option to create or discontinue a tribal Temporary Assistance for Needy Families (TANF) program; or
- A change in the maximum budget amount and enrollment levels during the contract period.

In addition, W-2 Contractor agrees to renegotiate capitation rates and performance outcomes eligible for performance payments on an annual basis in August of each calendar year for the following calendar year.

Failure to agree to a renegotiated contract under these circumstances is cause for DCF to terminate this contract.

Revision of this agreement may be made by mutual agreement. The revision will be effective only when the DCF and the W-2 Contractor attach an addendum or amendment to this agreement which is signed by the authorized representatives of both parties.

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

IV. SCOPE OF WORK

The W-2 Contractor will provide W-2 Services in accordance with this contract. Specific program requirements are included as **Scope of Work**.

V. PAYMENT AND REPORTING TERMS:

A. Payment Terms

DCF shall pay the W-2 Contractor, for the functions it performs and services it provides or purchases as set forth in Section IV. Payments by DCF under this Contract will consist of; (1) monthly capitation amount for participant families who are eligible and enrolled in the program as described in s. 1.11.4 of RFP #CFB00144; (2) performance payments for the attainment of program outcomes identified in s. 1.11.5 of RFP #CFB00144; (3) quarterly performance payments for attainment of 50% Federal All Families TANF work participation rate for the geographical area during the quarter identified in s.1.11.6; and (4) cost reimbursement for expenditures relating to Emergency Assistance benefits, Contracted Child Care, Refugee Cash Assistance, and Refugee Services funded by the Office of Refugee Resettlement identified in 1.13.

1. Monthly Capitation Payments

The W-2 Contractor will be paid a monthly capitated amount for each participant family who is eligible and enrolled in the W-2 Program. Payments issued will not exceed 60% of the total maximum budgeted amount, as illustrated in Table 1 of the RFP #CFB00144, for CY2013. A Webl report will be used for verification of the number of participant families prior to release of payment. Eligible participant families who are enrolled in the W-2 placement type CMF are only included for a maximum of three (3) consecutive months. Payments will be generated according to the schedule of payments calendar:

http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim payment calendar 2013.doc.

2. Performance Payments

The W-2 Contractor will be paid on a per outcome attainment basis according to the proposed amount for each performance outcome as illustrated in Table 3 of the RFP #CFB00144. The W-2 Contractor will submit a monthly claim by the first business day of the month listing the number of specific outcomes achieved during prior months with ACH payments being generated and released in correspondence with the payment date for capitated payments. **Refer to reporting and payment calendar:**

http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc Payments will be based on the performance outcome price when an outcome has been attained and verified. Complete details on how the performance payments are calculated are located in the RFP section 1.11.5.4 a. - e.

DCF may, in its sole discretion, pay for additional outcomes above the proposed quantities up to the maximum budget for the geographical area. The W-2 Contractor should not assume that performance payments above the proposed quantities will be approved. DCF will consider the Contractor's overall outcomes for each performance category and customer satisfaction surveys in the decision to pay for additional quantities above the proposed quantities.

DCF may, in its sole discretion, pay for additional outcomes above the maximum budget for the geographical area according to the amount for outcomes above the maximum budget at Appendix C to this contract. No payments for outcomes above the maximum budget may be paid until the W-2 Contractor has met the proposed quantities for every performance outcome in Table 3 of the RFP #CFB00144.

3. Quarterly Performance Payment

DCF is required to meet the Federal Temporary Assistance for Needy Families (TANF) work participation rate. W-2 Contractors who meet the quarterly Federal All Families Work Participation Rate of 50% for the geographical area will be eligible for a performance payment as listed in Appendix C. TANF Quarterly Performance payments will be paid quarterly and correspond with the Capitation Payment Schedule. No payments will be made for any quarter in which the W-2 Contractor does not meet the 50% level.

4. Cost Reimbursement

DCF will reimburse the W-2 Contractor through cost reimbursement payments only for the following program components: (1) Expenditures for Emergency Assistance Payments; (2) Refugee Cash Assistance and Administration; (3) Refugee Services, funded by the Office of Refugee Resettlement; and (4) Contracted Child Care. Payments will be made according to expense reports submitted to CORe. These payments will be issued via ACH in Correspondence with the Capitation schedule Except for:

- Emergency Assistance Payments: Payments will be made on an as requested basis at a maximum of bi-weekly with reports being due by the 2nd and 4th Tuesday of the month and payments being released Friday of the same week requested.
- Claims must be submitted electronically to <u>DCFDESFinanceGrants@wisconsin.gov</u> pursuant to the requirements of DCF's reporting system. The electronic expenditure report form is available at http://dwd.wisconsin.gov/core/forms.htm.
- 5. Advance Payments and Start-up Funds

 No advanced payments or start-up funds are available for any portion of this contract.
- 6. DCF requires all grants to be paid through an Automatic Clearing House (direct deposit). ACH payments will be deposited into the Contractor's account according to the contract terms. To begin receiving ACH payment, complete the ACH Set-Up form available online http://dwd.wisconsin.gov/core/forms.htm sign and submit to the address on the form.

Total net payment to the W-2 Contractor for allowable expenses, quarterly performance payments, capitated rates and approved performance outcome claims shall not exceed the contracted amounts specified in Exhibits to this Contract. Net payments under this contract may be adjusted for other amounts owed DCF.

B. Reporting

Comprehensive expense reporting is required prior to payments being issued even though costs are not the basis for contractor payments. Upon submission of timely CORe reports payments will be made monthly. Note: W-2 participant benefit payments will be issued directly from the state. These payments are based on the W-2 participant's data entered into CARES by the W-2 Contractor.

ALL program expenses for; (1) monthly capitation amount payments; (2) performance payments; and (3) cost reimbursement payments must be reported to CORe for Federal reporting purposes and must be consistent with the DCF Allowable Cost Policy Manual and applicable federal allowable cost/expense policies. Program expenditures and descriptions of allowable expenses are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122), 48CFR Part 31, or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: http://www.whitehouse.gov/omb/circulars_default

Payments will not be released from CORe until all reports have been generated and submitted.

1. Participation Reporting

DCF will automatically generate the participation report on the first business Monday following the first full work week of each month. This report will determine the capitation payment amount for the previous month. The calculation for the monthly capitated amount will only include eligible participant families enrolled in the W-2 placement type CMF for a maximum of three (3) consecutive months.

2. Performance Reporting

The W-2 Contractor will be responsible for capturing valid, accurate information and verifying attainment of each outcome. This information must be available in the Electronic Case File and verified prior to release of payment claim. W-2 Contractors shall submit a monthly claim by the first (1st) business day of the month listing the number of specific outcomes achieved during the prior month. DCF will review a sample of each claim submission for accuracy and reserves the right to request additional verification or to deny payment for unsubstantiated claims. Reports will be generated per the reporting and payment schedule located at:

http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim payment calendar 2013.doc.

3. Cost / Expenditure Report

The Expenditure Report must be submitted to DCF by close of business (4:30 pm CT) per the reporting and payment schedule. Payments will be subject to reduction, recovery and reimbursement as provided in this Agreement. Late reports will be processed in the next month's payment cycle.

4. Payments

Total net payment to the W-2 Contractor for allowable expenses, quarterly performance payments, capitated rates and approved performance outcome claims shall not exceed the contracted amounts specified in Exhibits to this Contract. Net payments under this contract may be adjusted for other amounts owed DCF. DCF may reduce payments pursuant to state or federal audits. However, legislative authority is required for imposition of any federal Performance Audit/Review sanctions. Routine financial audits, such as performed under the single audit, do not require legislative authority.

5. Complete Cost / Expenditure

DCF cannot pay Cost / Expenditure Reports that are incomplete or lack documentation. Reports that do not contain all required information will be returned to the agency to be completed and resubmitted. Resubmitted claims will be paid with the next regular payment cycle. It is important to fill in all fields, with the CORe Agency Number and the Reporting Period: both month and year, being the most critical. See form details for appropriate file naming conventions.

6. Final Expenditure Report

The Contractor shall submit all reports for payment under this Agreement to DCF within 90 days of the end of the period as specified. Expenses or claims incurred within the Agreement period and reported later than ninety (90) days will not be recognized, allowed or reimbursed under the terms of this Agreement.

7. Additional Claims Related to the Single Audit

Claims for allowable costs not reported within 90 days of the end of the Contract period, or within the extended period if an extension is granted, will be submitted for federal reimbursement if (a) the costs are identified as a finding in the W-2 Contractor's Single

Audit, and (b) the W-2 Contractor's Single Audit report is received within the mandated timeframes. Federal reimbursement received will be passed on to the W-2 Contractor as a part of the audit resolution process.

8. Excess / Overpayments

The W-2 Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within 30 days of notification by DCF. Allowable costs are defined by CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122), 48CFR Part 31, the attachment(s) to this agreement, and/or the program policy manual. If the W-2 Contractor fails to return funds paid in excess of the allowable costs of the services provided, DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

B. Withholding, Deduction/Reduction, Penalties and Recovery of Funds

DCF shall have the right to withhold deduct, reduce, and/or recover payments due under the terms of the Contract if the W-2 Contractor fails to provide services consistent with this Contract; if the W-2 Contractor knowingly submits a claim for a performance outcome payment that it did not earn; or if DCF reasonably determines it to be necessary to protect DCF against potential losses or liabilities, including potential federal disallowances or sanctions. DCF may recover payments pursuant to state or federal audits.

1. Withholding

The payments to be withheld will be in an amount DCF determines necessary to cause the W-2 Contractor to correct its failures, or to protect DCF against potential losses or liabilities, and such amount will be withheld until the failure to provide the services or meet the Contract provision is cured or until the potential loss or liability ceases. DCF will withhold funds pursuant to this subsection only after DCF has given notice to withhold funds.

2. Deduction/Reduction of Funds

DCF makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Therefore, DCF shall have the right to deduct the amounts being withheld from its financial obligations to the W-2 Contractor if, at the end of the Contract term, the W-2 Contractor has not yet cured its failures or caused the potential losses or liabilities to cease. In addition, DCF shall have the right to deduct amounts equal to an amount imposed against DCF as a Federal disallowance or sanction that is attributable to the W-2 Contractor's performance or failure to perform.

DCF shall have the right to deduct any amounts due DCF from the W-2 Contractor from money otherwise payable to the W-2 Contractor for any other reason specifically provided under this Contract.

The DCF reserves the right, upon careful examination, to reduce the total amount of the contract award due to significant under-spending by the W-2 Contractor. All such contract award reductions will be executed by a unilateral amendment issued by DCF and will become effective upon thirty (30) days written notice to the W-2 Contractor. Such reduction in funding shall not relieve the W-2 Contractor of any programmatic requirements or contractual responsibilities.

3. Penalties

The W-2 Contract Agency shall be subject to financial penalty if the W-2 Contract Agency fails to implement all requirements under the W-2 and Related Programs Contract. There will be two types of penalties under this contract:

a. Non-Compliance

Non-compliance of the contract requirements may be discovered via monitoring, QA reviews or other means, whereby DCF finds an agency in default of one or more of the contracts requirements or scope of work.

The Parties hereby agree that damages will be difficult to calculate. Accordingly, a penalty will be applied when the W-2 Contract Agency knew or should have known that the failure was not in compliance with a Contract requirement due to factors within their control. The W-2 Contract Agency shall know the failure was not in compliance with a Contract requirement because the failure was egregious or intentional, or DCF had previously communicated the failure through a letter, Action Plan or Corrective Action Plan. Upon DCF's finding of non-compliance, liquidated damages shall be assessed in the amount up to Five Thousand Dollars (\$5,000) per violation or participant whom the agency has failed to properly serve in the amount up to Five Thousand Dollars (\$5,000) per day that the agency has failed to take action after receiving the initial written notification of the failure. The Parties shall attempt to negotiate the value of damages and assess penalties. Non-compliance penalties shall result in fines to be paid from non-W-2 funds.

b. False Reporting

Discovery of claims for performance outcome payments that the Contract knew or should have known did not qualify for a payment will result in recoupment of W-2 funds previously reported and paid.

Upon DCF's finding of such a false claim, liquidated damages shall be assessed in the amount up to Five Thousand Dollars (\$5,000) per violation. False reporting penalties shall result in fines to be paid from non W-2 Funds.

4. Recovery of Funds

DCF reserves the right to recover funds that are owed by either:

- a. Requesting immediate repayment from the W-2 Contractor, or
- **b.** Reducing future disbursements to the W-2 Contractor by an amount equal to what is owed. DCF may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

5. Payment Adjustments

Depending upon severity of the nonperformance, identified during the monitoring and compliance review (section XII of this contract), and the penalty assessed, the Parties agree to negotiate the timing and payment schedule of any adjustments under this section.

Following written notification of the agreement DCF will process the adjustment in the month agreed to in CORe.

C. Contractor Liabilities

1. Past Due Liabilities

The W-2 Contractor shall notify the DCF in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the W-2 Contractor, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

2. Past Due Payments

The W-2 Contractor shall notify the DCF, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract for which the DCF has reimbursed or will reimburse the W-2 Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the W-2 Contractor to resolve the dispute.

3. Bonds

DCF, where applicable, may require written assurance at the time of entering into this contract that the Contractor has in force, and will maintain for the course of this contract, employee dishonesty bonding or other suitable surety instruments in a reasonable amount to be determined by DCF. DCF will not collect bonding or other surety information for individual agencies. All information must be maintained by the Contractor and is subject to the State Single Audit Guidelines (SSAG).

VI. PRIVACY AND CONFIDENTIAL INFORMATION

A. Records

All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy.

W-2 Contractor and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any other confidential records that W-2 Contractor accesses to provide the services under this Contract.

B. Confidentiality

Except as otherwise authorized by law, the W-2 Contractor may not disclose confidential information for any purpose other than purposes associated with the administration of services under this contract.

"Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DCF or by a third party), that satisfy at least one of the following criteria:

- 1. Personally Identifiable Information;
- 2. Individually Identifiable Health Information;
- **3.** Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
- 4. Information designated as confidential in writing by DCF.

"Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

- 1. The individual's Social Security number;
- 2. The individual's driver's license number or state identification number;
- 3. The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account;
- 4. The individual's DNA profile; or
- 5. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other **information** protected by state or federal law.

Confidential Information does not include information which is required to be disclosed by operation of law.

VII. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

A. Records

The W-2 Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The W-2 Contractor shall retain records in a secure environment for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon DCF's request, at the expiration of the contract, the W-2 Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from W-2 Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

The W-2 Contractor shall make all records and any written and/or electronic case information available to DCF or its authorized agents upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

B. Equipment and Property

The W-2 Contractor may purchase and install IT equipment in accordance with DCF's policies and procedures. The W-2 Contractor shall be responsible for inventory, maintenance, replacement, and security of all purchased equipment.

DCF shall have all ownership rights in any hardware supplied by DCF and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

The W-2 Contractor is responsible for keeping all DCF property secure from theft, damage or other loss. The W-2 Contractor shall preserve the safety, security and integrity of DCF property, data, and equipment in accordance with DCF policy and procedures.

The W-2 Contractor shall keep all state owned automation equipment in a secure place and shall be responsible for damages or losses when such damage or loss is caused by the negligence or willful misconduct of the W-2 Contractor, W-2 Contractor's staff, or subcontractor. The W-2 Contractor shall reimburse DCF accordingly upon demand. This remedy shall be in addition to any other remedies available to DCF by law or equity.

W-2 Contractor shall surrender to DCF all DCF property upon the termination of this Contract.

C. Proprietary Information

Data contained in the proposal, all documentation provided therein, and materials and innovations developed as a result of this contract award cannot be copyrighted or patented without written authorization from DCF. All data, documentation, and innovation become the property of the State of Wisconsin and DCF. The successful applicant agrees that DCF shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use any materials and innovations developed as a result of this contract award. Any copyright material authorized by DCF or distribution of materials developed through this contract award will acknowledge use of DCF funds.

All right, title and interest in any items and materials originated or prepared specifically and exclusively for DCF under the resulting contract from the time of payment belong to DCF unless DCF has previously agreed in writing to accept less than the ownership rights described here.

All informational materials related to this contract will be branded using DCF approved materials including flyers, Power Point templates and other materials as designated by DCF.

D. Information Technology

DCF and the W-2 Contractor will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this contract.

The W-2 Contractor will provide for information technology security in accordance with DCF's policies and procedures.

The W-2 Contractor will adhere to the provisions of DCF's security policies and procedures. The W-2 Contractor shall designate an employee as W-2 Contractor Security Officer, and shall also appoint Functional Agency Security Liaisons (FASL) or Backup W-2 Contractor Security Officers for ensuring compliance with security precautions for the state's automated systems and for ensuring confidentiality of program data, including but not limited to data in CARES, KIDS and eWiSACWIS.

The W-2 Contractor Security Officer is responsible to ensure that access to the state's automated systems is requested only for the purposes of administration of the programs under the Contract, and that each individual's level of access is requested and maintained at the minimum necessary for that individual to provide Contract services. Any system access request that does not meet this requirement must be denied at the local level. All system access requests must be signed by the Supervisor or Functional Agency Security Liaison (FASL) and W-2 Contractor Security Officer or Backup W-2 Contractor Security Officer, as appropriate, before state security staff process the request.

E. Access to State Automated Systems by Subcontractors or Others

Contract provisions that apply to W-2 Contractor staff also apply to subcontractor and other staff authorized by the W-2 Contractor to carry out contract responsibilities. In the event that subcontractor or other individuals request access to the state's automated systems, the W-2 Contractor Security Officer will ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.

Prior to requesting access for subcontractor or other authorized staff, the W-2 Contractor will prepare and submit to DCF properly executed data sharing agreements or other appropriate confidentiality agreements as defined by DCF. The agreements will address compliance with relevant state and federal confidentiality regulations, and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.

VIII. ACCOUNTING REQUIREMENTS

A. Accounting Records

The W-2 Contractor shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP), in a manner which will enable state or federal government or other staff to audit and examine any books, documents, papers and records maintained in support of the Contract and as more specifically provided below. All documents shall be made available to DCF at its written request, and shall be identifiable as pertaining to this Contract.

B. Accounting System

The W-2 Contractor shall maintain a financial management information system in accordance with the Generally Accepted Accounting Principles contained in DCF's Financial Management Manual.

C. System Requirements

The W-2 Contractor's accounting system shall allow for accounting for individual programs, permit timely preparation of expenditure reports and support expenditure reports submitted to DCF.

D. Reconciling Reports

The W-2 Contractor shall reconcile costs reported to DCF to expenses recorded in the W-2 Contractor's accounting system on an ongoing and periodic basis. The W-2 Contractor agrees that reconciliation will be completed at least quarterly and will be documented and supplied to DCF upon request. The W-2 Contractor shall retain the reconciliation documentation in accordance with record retention requirements.

E. Accounting Period

The W-2 Contractor's accounting records shall be maintained on an annual basis. Approval will be given only if the W-2 Contractor submits proof of Internal Revenue Service approval for changing the accounting period and if the W-2 Contractor agrees to submit a close-out audit for the shortened accounting period, within 90 days after the first day of the new accounting period. For purposes of determining audit requirements, expenses and revenues incurred during the shortened accounting period shall be annualized.

F. Cost Allocation Plan

The W-2 Contractor shall submit a copy of their cost allocation plan to DCF within 30 days of signing the contract. The plan must be reasonable, documented in writing in a W-2 Contractor-wide cost allocation plan and a W-2 Contractor wide indirect cost allocation plan. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable federal cost policies.

G. Cost Sharing Allocation Plan

All property, equipment, software, or services used by multiple programs or for multiple purposes is subject to cost allocation procedures. The W-2 Contractor will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software, or other services, including staffing services, are used for any purpose other than W-2 Program.

VIX. AUDITING REQUIREMENTS

A. Requirement to Have an Audit

Unless waived by DCF, the W-2 Contractor shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34(4)(c), Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the W-2 Contractor is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial payment received:

- Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations"; and the yearly Supplement, which applies only to Contractors that expend \$500,000 from all federal funding sources (this grant and other grants, direct or indirect, from this DCF or another), during a Contractor's fiscal year.
- The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to local governments having A-133 audits; and/or

• The *Provider Agency Audit Guide (PAAG*). All W-2 Contractors which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

B. Source of funding

DCF shall provide funding information needed for audit purposes including the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting this contract. This information is supplied on the CORe Payment Information Form.

C. Single Audit Reporting package

The W-2 Contractor shall submit to DCF a reporting package which includes the following:

- 1. All financial statements and other audit schedules and reports required for the type of audit applicable to the W-2 Contractor.
- 2. A summary schedule of prior year findings and the status of addressing these findings.
- 3. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) <u>or</u> written assurance that a Management Letter was not issued with the audit report.
- 4. Management responses/corrective action plan for each audit issue identified in the audit.

D. Submitting the Reporting Package

The W-2 Contractor shall submit the required reporting package to DCF either: (1) within 9 months of the end of the W-2 Contractor's fiscal year if the W-2 Contractor is a local government; or (2) within 180 days of the end of the W-2 Contractor's fiscal year for non-governmental W-2 Contractor agencies. DCF requests electronic submission of the reporting package. Electronic Reporting Packages should be sent to: DCFAuditors@wisconsin.gov

E. Access to auditor's work papers

When contracting with an audit firm, the W-2 Contractor shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of DCF. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

F. Access to Contractor records

The W-2 Contractor shall permit appropriate representatives of DCF to have access to the W-2 Contractor's records and financial statements as necessary to review W-2 Contractor's compliance with the federal and state requirements for the use of the funding.

G. Failure to comply with the requirements of this section

In the event that the W-2 Contractor fails to have an appropriate audit performed or fails to provide a complete audit Reporting Package to DCF within the specified timeframes, DCF may apply one or more sanctions including (but not limited to):

- 1. Disallow the cost of audits that do not meet these standards; and/or,
- 2. Conduct an audit or arrange for an independent audit of the W-2 Contractor and charge the cost of completing the audit to the W-2 Contractor;
- 3. Charge the W-2 Contractor for all loss of Federal or State aid or for penalties assessed to DCF because the W-2 Contractor did not submit a complete audit report within the required time frame.

H. Close-out Audits

- 1. A contract specific audit of an accounting period of less than twelve (12) months is required when a Contract is terminated for cause, when the W-2 Contractor ceases operations or when the W-2 Contractor changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by DCF upon written request from the W-2 Contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a Contract is terminated for cause.
- 2. The W-2 Contractor shall ensure that its auditor contacts DCF prior to beginning the audit. DCF, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the W-2 Contractor and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DCF, is the responsibility of the W-2 Contractor.
- 3. DCF may require a close-out audit that meets the audit requirements specified in Section XIII, B above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- 4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

X. STATE AND FEDERAL RULES AND REGULATIONS

A. Applicable Laws

The W-2 Contractor shall comply with all federal and state laws, rules and regulations and with Policies and Procedures relating to the provision of services under this Contract including but not limited to the Wisconsin Open Records laws, section 19.31 through 19.39 of the Wisconsin Statutes.

B. Debarment Certification

In conformance with federal law, the authorized W-2 Contractor representative must review, sign, and return the Certificate Regarding Debarment and Suspension form. (Appendix A)

C. Lobbying Certification

In conformance with federal law, the authorized W-2 Contractor representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form or the Disclosure of Lobbying Activities. (Appendix B).

D. Civil Rights Compliance (CRC) Requirements

Note: If your agency received a Grant Award from DCF for the 2010 and/or 2011 award cycles, and a CRC Letter of Assurance (LOA) was submitted; and you have an acknowledgement letter from DCF on file for the 2010-2013 Civil Rights Compliance cycle (January 1, 2010 – December 31, 2013) your agency is compliant with DCF CRC requirements. You have met the requirements and do not need to submit additional information at this time.

If your agency did not receive an award for the 2010 or 2011 Grant Award Cycle, you need to comply with all of the CRC requirements within 45 days of signing this contract.

The Agency agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions and Templates necessary to complete both your CRC Letter of Assurance (LOA) and CRC Plan to meet civil rights compliance requirements is located at: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm

Additional resources and training information are available at: http://dcf.wisconsin.gov/civil_rights/default.htm

Below is a brief summary of the requirements.

The W-2 Contractor agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions and Templates necessary to complete both the CRC Letter of Assurance (LOA) and CRC Plan to meet civil rights compliance requirements is located at: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm

D. Non-Discrimination/Affirmative Action Requirements

The terms of your state contract require that your company submit an Affirmative Action Plan within **fifteen (15)** working days of returning the signed contract. Exceptions exist, and are noted in the Instructions for Vendors. An electronic version of the Instructions for Vendors and all forms required are available at: http://vendornet.state.wi.us/vendornet/contract/contcom.asp. If you require a printed copy of this information, please call (608) 266-3804 to have one mailed to you.

D. Worker's Compensation

The W-2 Contract Agency and any subW-2 Contractors performing services for the State of Wisconsin shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work and for all eligible parents in Community Service Job, and Wisconsin Works Transition positions, and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work. The W-2 Contract Agency shall submit to DCF evidence of this insurance coverage prior to placing clients at the start of each contract year.

E. Health and Safety

1. Health and Safety Requirements

The W-2 Contractor agrees to develop and maintain a Continuity of Operations Plan (COOP) in the event that the primary service delivery location is uninhabitable or there is an extended health threat. DCF reserves the right to review the W-2 Contractor's COOP Plan and to require revisions to the Plan as necessary. All W-2 Contractors are required to conduct, or participate in, both fire evacuation and tornado shelter drills once each year and to follow related safety precautions at locations with W-2 Contractor staff or Sub-Contractor staff and equipment.

2. Pro-Children Act of 1994

Since a portion of the funds under the Contract includes federal funds, the W-2 Contractor 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 within any indoor facility (or portion thereof) owned or leased or contracted for by an y 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 eighteen (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 Women, Infant and Children (WIC) coupons are redeemed.

XI. SUBCONTRACTS

A. Prior Written Approval

The W-2 Contractor may subcontract part of this Agreement only with the prior written approval of DCF. In Milwaukee the DCF Contract Manager will provide the approval. In the Balance of State the Bureau of Regional Operations Regional Administrator will provide the approval. The W-2 Contractor will remain responsible for all related program services covered under this Contract. In addition, DCF approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if DCF reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.

B. W-2 Contractor Responsibility

The W-2 Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Contract. The W-2 Contractor must require the subcontractor to comply with all applicable provisions contained within this Contract.

For program specific related subcontracting requirements refer to the Scope of Work included or attached to this contract.

C. Minority Business Subcontractors

The Wisconsin Department of Children and Families is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

W-2 Contractors are strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this contract (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises. An MBE means a business certified, or certifiable, by the Wisconsin Department of Commerce under Statute 560.036(2).

W-2 Contractor's submitted **DCF MBE Program Awareness, Compliance & Action Plan** (included in their proposal) indicating their proposed utilization of state-certified minority businesses will be the basis for this effort during the contract term. Contact the State's Minority Business Manager for assistance in locating certified firms at (608) 267-3293. A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State-certified MBE web site: www.doa.wi.gov/mbe

XII. MONITORING AND COMPLIANCE REVIEWS

A. Monitoring

DCF will monitor the W-2 Contractor's general compliance and adherence to the terms of the Contract and the Scope of Work provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by DCF.

DCF reserves the right to monitor all aspects of the Contract, including (but not limited to):

- Adherence to the terms and conditions of the Contract,
- Adherence to state and federal laws governing the Contract,
- Attainment of and claiming for performance outcome payments,
- Adherence to fiscal reporting and cost allocation requirements, and
- Customer satisfaction and quality of services provided.

DCF may also monitor customer complaints regarding the operation of the program by the W-2 Contractor. The W-2 Contractor shall provide DCF with access to all customer records upon request, including the results of W-2 Contractor administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) days advance notice to the W-2 Contractor, or at an earlier date upon mutual agreement. On-site visits based on emergent issues may be conducted by DCF as needed, without advanced notice from DCF.

As a result of monitoring, DCF may make recommendations concerning compliance with program requirements, achievement of program performance standards or the administrative efficiency of the program and DCF may require that the W-2 Contractor take corrective action to remedy any identified deficiencies.

DCF reserves the right to inspect or investigate any and all W-2 Contractor and subcontractor records, standard operating procedures, and operations at any time during and after the close of the contract period.

B. Financial and Program Compliance Reviews

DCF may, at its discretion, schedule a more extensive Financial and/or Program Compliance Review. In the event that DCF conducts a compliance review, it may include the examination of records maintained by the W-2 Contractor. The review shall be conducted in accordance with DCF procedures. This review will not supplant the requirement to conduct a single audit of the W-2 Contractor.

1. Cooperation with Compliance Review

The W-2 Contractor will cooperate with the compliance review by making available W-2 Contractor staff, internal documents, and program records. The W-2 Contractor will provide DCF with all requested information immediately, or within not more than five (5) working days of DCF's request.

2. Compliance Review Report

Upon completion of the compliance review, DCF shall provide the W-2 Contractor with a resultant management letter and report which identifies any issues of non-compliance and recommendations for program improvement. The review report will be issued by DCF within thirty (30) calendar days of all information needed from the W-2 Contractor being received by DCF. The review report will identify any actions necessary by the W-2 Contractor to achieve compliance with requirements and program performance standards, including itemizing any disallowances as appropriate. DCF will make available to the W-2 Contractor any additional supporting documentation upon request.

3. Contractor Response

The W-2 Contractor shall respond to the review report within 30 days, or other date upon mutual agreement, to specify actions that will be taken by the W-2 Contractor to address findings and recommendations in the review report. DCF may require that review findings and recommendations be addressed through corrective action, up to and including termination of the contract for cause.

4. Technical Assistance

The W-2 Contractor may identify technical assistance needs to address the actions specified in the review report. DCF may assist the W-2 Contractor in making arrangements for technical assistance, if such assistance is warranted.

5. Dispute Resolution

If the W-2 Contractor does not agree with DCF's findings or proposed remedies, the W-2 Contractor may use the Dispute Resolution procedures under this contract.

C. Corrective Action

DCF will notify the W-2 Contractor of items that require corrective action and the need for the W-2 Contractor to develop and submit a Corrective Action Plan. The W-2 Contractor response must be submitted within 10 days of the date of the notice under this section, unless DCF approves an extension. DCF must approve the W-2 Contractor's plan for corrective action. A failure by the W-2 Contractor to fully implement the approved Corrective Action Plan may result in a payment reduction to be determined by DCF. Failure to comply with any part of this Contract may be caused for revision or termination of the Contract.

D. Inability to Perform notice to DCF

The W-2 Contractor shall immediately notify DCF if the W-2 Contractor is substantially unable to provide the services specified under this contract. Upon such notification, DCF shall determine whether such inability will require amendment to or termination of the Contract.

XIII. DISPUTE RESOLUTION

If any dispute arises between DCF and the W-2 Contractor under this contract, including DCF's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

- **A.** DCF's and W-2 Contractor's Contract Administrators will attempt to resolve the dispute.
- B. If the dispute cannot be resolved by the Contract Administrators, W-2 Contractor may ask for review by the Administrator of the Division in which the DCF's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of DCF.
- C. If the dispute is still not resolved, W-2 Contractor may request a final review by the Secretary of DCF.

XIV. CANCELLATION AND TERMINATION

A. Termination for Cause

DCF may terminate this Contract after providing the W-2 Contractor with thirty (30) calendar days written notice of the W-2 Contractor's right to cure a failure of the W-2 Contractor to perform under the terms of this Contract.

The W-2 Contractor may terminate this Contract after providing DCF one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

B. Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice; effective at the end of the month in which the one hundred and twentieth (120th) calendar day occurs after the written notice of termination was received.

In the event of termination for convenience, the W-2 Contractor shall be entitled to receive compensation for any payments owed under the Contract. The W-2 Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DCF, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of DCF, the W-2 Contractor may be compensated for the actual Service hours provided. DCF shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the W-2 Contractor requesting the refund.

C. Contract Cancellation or Partial Takeover

DCF, at its convenience and without cause, may exercise the right to cancel this Contract in whole or in part without penalty of the W-2 Contractor, including but not limited to any service which is the subject of a subcontract between the W-2 Contractor and a third party, although the W-2 Contractor is not in Breach. Said Cancellation or Partial Takeover shall not be deemed a Breach of Contract by DCF. W-2 Contractor shall be given at least thirty (30) calendar day's prior written notice of said Cancellation or Partial Takeover with said notice to specify the area(s) of service and dates. Any Partial Takeover by DCF shall not alter in any way W-2 Contractor's other obligations under this Contract. DCF may withhold from amounts due the W-2 Contractor the amount the W-2 Contractor would have been paid to deliver the service as determined by DCF. The amounts shall be withheld effective as of the date specified on written notice. Upon Partial Takeover, the W-2 Contractor shall have no right to recover from DCF any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

DCF reserves the right to cancel any Contract in whole or in part without penalty due to non-appropriation of funds by Congress or the State Legislature. DCF may reimburse the W-2 Contractor for reasonable and approved close-out costs.

XV. TRANSITION UPON TERMINATION OR EXPIRATION OF CONTRACT

A. Transition Plan

Within 15 business days of a notice provided under section XIV.A (Termination for Cause), the W-2 Contractor shall develop a plan for the complete transition of the W-2 Contractor's responsibilities to DCF or to a successor W-2 Contractor. The plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information including paper and electronic files held by the W-2 Contractor or its subcontractor. The Transition Plan is subject to approval by DCF.

B. Transition Responsibilities

The parties acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a transition from the W-2 Contractor to DCF or to a successor W-2 Contractor, if any, at the expiration or termination of this Contract. Accordingly, the W-2 Contractor will cooperate fully in providing for an orderly and controlled transition to DCF or to a successor W-2 Contractor and will minimize any disruption in the services to be performed under this Contract.

C. Continuation

Notwithstanding any other provision in this Contract, the W-2 Contractor shall continue providing Contract services until DCF determines that DCF or a successor W-2 Contractor is prepared to fully assume the W-2 Contractor's duties and obligations under this Contract. All the terms and conditions of the Contract will apply during this period.

D. Staff

The W-2 Contractor shall maintain the staffing requirements in this Contract until DCF or a successor W-2 Contractor fully assumes the W-2 Contractor's responsibilities under this Contract. The W-2 Contractor shall not restrict its employees from becoming employees of DCF or of a successor W-2 Contractor, except to the extent necessary for the W-2 Contractor to fulfill its obligations during the transition period.

E. Management

DCF's Contract Administrator will oversee the transition by coordinating transition activities and approving the transition plan. The W-2 Contractor shall designate a person responsible for coordinating its transition responsibilities and will assign staff as DCF determines is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as DCF determines is necessary.

STATE OF WISCONSIN STANDARD TERMS & CONDITIONS

1.	APPLICABLE LAW. This Contract shall be governed by the laws of the State of Wisconsin.						
2.	TERM. The initial term of this Contract shall be for year(s) from the effective date. This Contract is eligible for one-year renewals, unless terminated as provided herein.						
3.	() Days	TERMINATION FOR CAUSE. The State may terminate this Contract after providing the Contractor with () Days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.					
		ctor may terminate this Contract after providing the State with () Days written notice of right to cure a failure of the State to perform under the terms of this Contract.					
	from all obl	ermination of this Contract for any reason, or upon Contract expiration, each party shall be released igations to the other party arising after the date of termination or expiration, except for those that ms survive such termination or expiration.					
4.	. TERMINATION FOR CONVENIENCE. Either party may terminate this Contract at any time, without cause, by providing a written notice to the Contractor at least () Days in advance of the intended date of termination.						
	In the event of a termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for Goods or Services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.						
5. CONTRACT CANCELLATION: The State reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:							
	0	Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity					
	0	Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice.					
	0	Makes an assignment for the benefit of creditors					
	0	Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;					
	0	Incurs a delinquent Wisconsin tax liability;					
	0	Fails to submit a non-discrimination or affirmative action plan as required here in.					
	0	Becomes a state or federally debarred contractor;					
	0	Is excluded from federal procurement and non-procurement contracts;					
	0	Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract					

o Fails to maintain the confidentiality of the State's information that is considered to be Confidential

Information, proprietary, or containing Personally Identifiable Information, or

- o If at any time the Contractor's performance threatens the health or safety of a State employee, citizen, or customer.
- 6. **CONTRACTOR COMPLIANCE.** The Contractor shall at all times comply with and observe all federal, State, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.
- 7. **NON-APPROPRIATION.** The State reserves the right to cancel this Contract in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Contract.
- 8. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;
 - Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
 - Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms
 of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined
 single limit for automobile liability and property damage.
 - Certificate of Insurance, showing up-to-date coverage, must be on file in the Agency before the Contract may commence. (if applicable)

The State reserves the right to require higher or lower insurance limits where warranted.

9. **NONDISCRIMINATION AND AFFIRMATIVE ACTION.** (required) The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin, developmental disability as defined in s. 51.01(5), Wis. Stats., or sexual orientation as defined in s. 111.32(13m), Wis. Stats. This provision shall include, but is not limited to, 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 shall take affirmative action to ensure equal employment opportunities.

Unless exempted by workforce size (25 or fewer employees) or Contract amount (\$25,000 or less), the Contractor must submit a written affirmative action plan to the State.

The Contractor shall post the notice provided by the State, setting forth the provisions of the State's nondiscrimination laws, in its workplace, website or conspicuous places in order that the Contractor's employees and applicants for employment are able to read it.

Failure to comply with the conditions of this provision may result in the following consequences:

- termination of this Contract as provided in Section 0, Contract Cancellation herein,
- designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
- withholding of payment(s) due under the Contract until the Contractor is in compliance.
- 10. **STATE PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY.** The State shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. The State also reserves the right to cancel this Contract as provided in Section 5, Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the Contract Term.

- 11. **CONTRACTOR INDEMNIFICATION.** Contractor shall hold the State harmless and shall indemnify the State, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officer, employees or subcontractors.
- 12. **CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION.** In connection with the performance of work hereunder, it may be necessary for the State to disclose to Contractor certain information that is considered to be Confidential, Proprietary, or containing Personally Identifiable Information ("Confidential Information"). The Contractor shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

The Contractor shall maintain all Confidential Information for a period of three (3) years from the date of termination of this Contract, and shall thereafter return or destroy said Confidential Information directed by the State.

Equitable Relief; Indemnification

Indemnification: In the event of a breach of this Section by Contractor, Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

Equitable Relief: The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

- 13. **PATENT INFRINGEMENT AND LABOR STANDARDS.** The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of said items shall not infringe any United States patent. The Contractor shall at its own expense defend every suit brought against the State for any alleged patent infringement by reason of the sale or use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit.
- 14. **INDEPENDENT CONTRACTOR AND APPARENT AGENCY.** The Contractor shall take no action, or make any omission, that may imply, or cause others reasonably to infer, that the Contractor is acting as the State's agent in any matter or in any way not expressly authorized by this Contract.
- 15. **STATE EMPLOYEES.** The Contractor may not contract with or employ a State employee or an individual retained as a full-time contractor by the State during the term of this Contract.
- 16. **ANTITRUST ASSIGNMENT.** By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular Goods or Services purchased or acquired by the State under this Contract.
- 17. **REFUND OF CREDITS.** Within sixty (60) days of the State's request, the Contractor shall pay to the State any credits resulting from an order that the State determines cannot be applied to future invoices.
- 18. **FOREIGN CORPORATION.** The Contractor shall conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation (i.e. any corporation other than a Wisconsin corporation), and shall possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a said certificate.
- 19. **OWNERSHIP RIGHTS.** Unless an ownership interest is granted in the Contract, each Agency issuing a Purchase Order under this Contract shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.
- 20. **PROMPT PAYMENT.** The State shall pay properly-submitted Contractor invoices within thirty (30) Days of receipt, providing that the Goods or Services to be provided to the State have been delivered, rendered, or installed (as the case may be), and accepted as specified in the solicitation document or this Contract.
 - A properly-submitted invoice is one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.
 - If the State fails to pay a properly submitted invoice within thirty (30) Days of receipt, it shall pay a late payment penalty as provided in s. 16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to s. 16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and will be exempt from the prompt payment requirement for the disputed portion.
- 21. STATE TAX EXEMPTION. The State is exempt from payment of Wisconsin sales or use tax on all purchases.
- 22. **PROMOTIONAL ADVERTISING AND NEWS RELEASES.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of the State.

- 23. **NOTICE AND CHANGE OF CONTACT INFORMATION.** Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested.
 - In the event the Contractor moves or updates contact information, the Contractor shall inform the State of such changes in writing within ten (10) Business Days. The State shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice
- 24. **RECORDS, RECORDKEEPING AND RECORD RETENTION.** Under §19.36 (3) Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, State and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for three (3) years.
- 25. **EXAMINATION OF RECORDS.** The State shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if the State so requests. Any charges for copies of books, documents, papers, records, computer data storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Contract.
- 26. **BREACH NOT WAIVER.** A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.
- 27. **ASSIGNMENT OF CONTRACT.** The Contractor shall provide prior written notice to the State before assigning this Contract to another party. The State reserves the right to withhold approval of any such assignment. The terms and conditions of this Contract as well as any rights obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.
- 28. **ENTIRE AGREEMENT.** This Contract constitutes the final and complete agreement of the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, by the parties. This Contract shall be construed as a fully integrated contract. There are no warranties, representations, or agreements among the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein.
- 29. **SEVERABILITY.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
- 30. **CONTRACT DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution

procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the State, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

- 31. **TIME IS OF THE ESSENCE.** Timely provision of the Goods or Services required under this Contract shall be of the essence of the Contract, including the provision of the Goods or Services within the time agreed or on a date specified herein.
- 32. **DEFAULT AND REMEDY.** If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from the State to do so, the Contractor shall reimburse the State for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction. In case of failure to deliver r Services in accordance with or Services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the State.
- 33. **PERFORMANCE-PAYMENT BOND.** The Contractor shall furnish a Performance-Payment Bond (or other security satisfactory to the State) in an amount equal to one hundred percent (100%) of the Contract Price or, if such a price is not established, the estimated value of this Contract, as security for the Contractor's faithful performance of its obligations hereunder, including payment of all persons performing labor or furnishing materials for the Contractor, and payment of all other debts incurred in its performance.

The Performance-Payment Bond Form which the Contractor will be required to execute is attached to this Contract as Attachment ____. The State shall not execute this Contract until the Performance-Payment Bond Form is delivered to and approved by the State.

Additional Terms and Conditions for Service Contracts

- 1. **RESPONSIBILITY FOR ACTIONS.** The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.
- 2. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL. During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.
- 3. **PROVISION OF SERVICES.** The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the State's satisfaction; the State's decision in that regard shall be final and conclusive. The State may inspect, observe and examine the performance of the Services performed on the State's premises at any time. The State may inspect, observe and examine the performance of Contractor's Services at reasonable times, without notice, at any other premises.
 - If the State notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Contract requirements for any reason other than as a result of the State's default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable time as the State specifies. This remedy shall be in addition to any other remedies available to the State by law or in equity.

4. CONTRACTOR PERSONNEL. The State reserves the right to refuse to admit to the State's premises any person employed or contracted by the Contractor whose admission in the opinion of the State would be undesirable.
If requested by the State, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to the

State may require.

State's premises in connection with the performance of the Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as the

- 5. **BACKGROUND OR CRIMINAL HISTORY INVESTIGATION.** (*required*) Prior to the commencement of any Services under this Contract, the State may request a background or criminal history investigation any of the Contractor's employees, Contracted Personnel, and Subcontractor's employees, who will be providing services to the State under the Contract. If any of the stated personnel providing services to the State under this Contract is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service Agreement.
- 6. **PERFORMANCE.** Work under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or Agency work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

Contract Appendix A:

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

- The inability of a person to provide the certification required below will not necessarily result in denial of
 participation in this covered transaction. The prospective participant shall submit an explanation of why it
 cannot provide the certification set out below. The certification or explanation will be considered in
 connection with the department or agency's determination whether to enter into this transaction. However,
 failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such
 person from participation in this transaction.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Contract Appendix A: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

9.4	anc	its principles.		
1.	The	The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:		
	a)	are not presently debarred, suspended, proposed for of from covered transactions by any Federal department	-	
	b)	have not within a three-year period preceding this pro- rendered against them for commission of fraud or a cr attempting to obtain or performing a public (Federal, S antitrust statutes or commission of embezzlement, the records, making false statement or receiving stolen pro-	iminal offence in connection with obtaining, State or local) transaction; violation of Federal or State eft, forgery, bribery, falsification or destruction of	
c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and				
	d)	have not within a three-year period preceding this app (Federal, State or local) terminated for cause or defaul		
2.		here the prospective primary participant is unable to ce espective participant shall attach an explanation to this		
(Si	gnat	ure of Official Authorized to Sign Application)	(Date)	
(Pr	int N	Name)	(Title)	
(A _{	genc	y / Contractor Name)	(Title of Program)	

Contract Appendix B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature of Official Authorized to Sign Application) (Print Name)	(Date)		
(Print Name)	(Title)		
(Agency / Contractor Name)	(Title of Program)		

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:			
a. contract	a. bid/offer/application	a. initial filing			
b. grant	b. initial award	b. material change			
c. cooperative agreement	c. post award	For Material Change Only: year quarter			
d. loan		date of last report			
e. loan guarantee					
f. loan insurance					
4. Name and Address of Reporting Entity: • Prime • Subawardee Tier, if known:					
Congressional District, if known:	Congressional Dis	Congressional District, if known:			
6. Federal Department/Agency:	7. Federal Pro	ogram Name/Description:			
	CFDA Numl	ber, if applicable:			
8. Federal Action Number, if known:	9. Award Am	ount, if known:			
	\$				

11.	Amount of Payment (check all that apply):	13.	Тур	e of P	ayment (check all that apply):
	\$ • actual • planned		•	a.	retainer
				b.	one-time fee
			•	υ.	one-time ree
			•	c.	commission
			4		
			•	d.	contingent fee
					deferred
			•	e.	deterred
				f.	other; specify:
			-	١.	other, specify.
12.	Form of Payment (check all that apply):				
	• a. cash				
	• b. in-kind; specify: nature				
	value				
14.	Brief Description of Services Performed or to be Performed and Date(s) of Service, in	acludin	a off	icar(s)	employee(s) or Member(s) contacted for Payment
17.	indicated in Item 11:	iciaaiii	5 UII	1001 (3)	, employee(s), or wember(s) contacted, for Payment
15	Continuation Sheet(s) SF-LLL-A attached: • Yes • No				
15.	Continuation Sheet(s) SF-LLL-A attached: • Yes • No				
16.	Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of				
	lobbying activities is a material representation of fact upon which reliance was placed by the tier above when				
	this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any	C:au			
	person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and	Sigr	าสแ	ire:	
	not more than \$100,000 for each such failure.				
		Prin	IT IN	ame	:
		Title	e:		
		 			
		Tele	e. N	o:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity:	Page of

Contract Appendix B:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the
 covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Appendix C Negotiated Budget Amounts

Insert Geographical Area

	Quantity	Price	Total
Capitated Amounts			
Job Attainment Outcomes			
Long Term Participant Job			
Attainment			
High Wage Job			
Job Retention			
SSI/SSDI Attainment			
Work Participation Payments			
	Additional Per	formance	
Job Attainment Outcomes			
Long Term Participant Job			
Attainment			
High Wage Job			
Job Retention			
SSI/SSDI Attainment			
TOTAL			

Exhibit 3: Scope of Work

REQUEST FOR PROPOSAL (RFP) FOR WISCONSIN WORKS (W2) AND RELATED PROGRAMS RFP # CFB00144

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Family and Economic Security
Bureau of Working Families

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SCOPE OF WORK

This Scope of Work outlines the Contractor's responsibilities in administering the Wisconsin Works (W-2) program and the related programs referred to in the 2013 Request For Proposal (RFP). The W-2 program described in this Scope of Work is based on program operations as of March 2012. The Wisconsin State Statutes, DCF Administrative Rules, policies, and procedures may change over time. The Department of Children and Families (DCF) will not update this Scope of Work. DCF will communicate any future changes through the Department's Administrator's Memos and Operations Memos. DCF will update the W-2 Manual and the Emergency Assistance Manual to reflect any changes in the W-2 program. To facilitate the Proposers' understanding of the W-2 application and case-management processes, the Department has developed flow charts of select W-2 activities. These flow charts are provided as examples and are not to be interpreted as directives. There are 11 flow charts and are identified with links to their html address in the appropriate sections below.

I. Transitioning Services from the Current W-2 Contractor

A. Plan

- 1. Contractors shall develop a plan for the complete transition of the existing W-2 Contractor's responsibilities to the successor W-2 Contractor. The successor W-2 Contractor shall ensure that services to applicants and eligible parents are not interrupted during the transition process. The Contractor shall include in the plan provisions for:
 - a. the acquisition of facilities, office equipment, all aspects of information technology, subcontracts, staff recruitment, staff training, communication to applicants, eligible parents, community partners and other stakeholders; and
 - b. the orderly transfer of all participant information including paper and electronic files held by the existing W-2 Contractor or its subcontractor to the successor W-2 Contractor.
- 2. Contractors shall submit a Final Transition Plan within thirty (30) days of receiving the Notice of Intent to Award letter. Contractors shall submit the Final Transition Plan to the W-2 Regional Coordinators. The Final Transition Plan is subject to approval by the Department.

B. Staffing

1. Contractors shall designate a single staff contact who is responsible for coordinating the transition responsibilities and shall assign staff as the Department determines is necessary to assist in the transition.

2. Contractors shall convene staff meetings which will include all parties involved in the transition. The Contractor shall convene these meetings as frequently as the Department determines is necessary.

C. Coordinating with Existing Contractors

1. Contractors shall consider utilizing an existing W-2 Contractor's facilities, equipment, human resources, subcontractors, etc. to allow for uninterrupted continuation of services to applicants and eligible parents.

II. Service Delivery

A. Processing Applications

Many W-2 applicants and eligible parents have barriers that make it difficult for them to access W-2 agencies. These barriers include a lack of or limited access to transportation, computers, and telephones. Some individuals have medical or psychological barriers that limit their ability to leave their homes. It is the W-2 Contractor's responsibility to ensure individuals can apply for W-2 and receive services.

- 1. Contractors shall provide services that will enable eligible parents to meet all policy requirements related to the timing of the application process, including but not limited to enabling applicants to sign the Request for Assistance (RFA) on the same day they inquire about the program. Previous Contractors used the following methods to meet these requirements: accepted initial contacts via the telephone to complete preliminary eligibility information and to schedule a meeting with a resource specialist; used webcam technology to conduct initial interviews; accessed remote locations such as job centers to accept initial application materials which are then faxed to the agency; and conducted home visits to process applications.
- 2. Contractors shall provide services to support eligible parents' access to program activities and job sites.
- 3. Contractors shall make information on service locations, hours of operations and contact information widely available to potential applicants. Previous Contractors used the following innovations to meet this requirement: advertised in the Yellow Pages, posted the information on the Contractor's and/or Department's websites and posted information in community agencies.
- 4. Contractors shall provide reasonable accommodations to all W-2 applicants and eligible parents to enable them to apply for W-2, access services, and participate in meetings with the contractor staff.
- 5. Contractors shall provide all services in a culturally and linguistically competent manner and shall ensure that services are accessible for qualified refugees, former refugees and others with limited English proficiency.

B. Process Initial and Ongoing Eligibility for W-2¹

- 1. Contractors shall accept and ensure the timely processing of W-2 applications and all relevant documentation according to W-2 policy. Contractors shall process the W-2 applications in the Client Assistance for Re-employment & Economic Support (CARES) system. (See W-2 Manual, Section 1.4).
- 2. Contractors shall follow W-2 policy to determine eligibility. Contractors shall use CARES to confirm eligibility. (See W-2 Manual, Section 1.4, Chapter 2 and Chapter 3)
- 3. Contractors shall ensure adequate and timely coordination with the appropriate FoodShare and Badger Care provider in the geographical area. (See http://www.dhs.wisconsin.gov/em/IMR/list.htm and W-2 Manual, Section 1.4.1.1)
- 4. Contractors shall refer individuals needing child care assistance to the appropriate Wisconsin Shares child care agency in the geographical area. For a list of Child Care Agencies, see http://dcf.wisconsin.gov/childcare/wishares/pdf/agencies.pdf.
- 5. Contractors shall determine if the eligible parent waiting for the first W-2 check is eligible for an Emergency Payment and shall issue that payment if the parent is determined eligible. (See section III. A. of this Scope of Work for details on the Emergency Payments) (See W-2 Manual, Chapters 17 and 19)
- 6. Contractors shall offer the Barrier Screening Tool (BST) to identify the potential presence or risk of any personal barriers that may interfere with the eligible parent's ability to function in an employment setting. Contractors shall record any identified barriers in the BST. (See W-2 Manual, Section 5.4)
- 7. Contractors shall conduct informal assessments to gather information about an applicant and his or her family and record the assessment results in CARES. (See W 2 Manual, Section 5.2)
- 8. Contractors shall assign up-front job search activities to applicants when appropriate according to W-2 policy. (See W-2 Manual, Section 2.9) All applicants assigned upfront job search shall have an Employability Plan (EP) entered into CARES. Contractors shall record the assigned up-front job search activities in CARES.
- 9. Contractors shall complete front-end verification to reduce the incidence of fraud and scan into Electronic Case File (ECF) all documents and evidence of fraud. (See W-2 Manual, Section 4.5.2; Scope of Work, Section 7.0)

¹ Links to Relevant Process Flow Charts:

a. Flow 1 – W-2 Flow Initial Contact and Application (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow1.pdf)

b. Flow 2 - Assessment, Placement and EPD (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow2.pdf)

c. Flow 3 - Ongoing Eligibility (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow3.pdf

- 10. Contractors shall verify and document eligibility criteria for applicants and all ongoing cases. (See W-2 Manual, Section 4.1) Contractors shall enter all verification information including citizenship and school enrollment in CARES. Contractors shall scan all supporting documentation into the ECF within 10 days of receipt except for medical documentation. Contractors shall maintain all medical documentation in a sealed envelope in a paper file. (See W-2 Manual, Section 4.4.6)
- 11. Contractors shall accurately enter reported changes that may affect eligibility in CARES.
- 12. Contractors shall complete disposition activity on all data exchanges within 45 days in CARES. (See W-2 Manual, Section 4.1.5 and Operations Memos 07-44, 12-03 and 11-42)
- 13. Contractors shall conduct 6 month eligibility reviews for all ongoing cases. (See W-2 Manual, Section 1.5) Contractors shall process all eligibility reviews in CARES.
- 14. Contractors shall make determinations regarding 24-month and 60-month time limit extensions in a consistent manner to ensure that similarly situated eligible parents are treated similarly. The contractor shall record all time limit extension decisions in CARES. (See W-2 Manual, Section 2.10)
- 15. Contractors shall refer cases involving paternity establishment and child support enforcement to the county or tribal child support agency. Contractors shall refer applicants and eligible parents to Child Support via CARES. (See W-2 Manual, Chapter 15)
- 16. Contractors shall implement Child Support cooperation policies. (See W-2 Manual, Section 2.5 and Chapter 15) Contractors shall make decisions on good cause for Child Support non-cooperation and enter the decision into CARES. (See W-2 Manual, Chapter 15)
- 17. Contractors shall close cases when participants become ineligible based on the W-2 eligibility criteria, non-cooperation, or non-participation. Prior to closing the case, Contractors shall follow W-2 policy by providing proper notification to the participant and allow the participant the opportunity to rectify the issue that caused ineligibility. Contractors shall process case closures in CARES. Contractors shall follow policy when notifying participants of case closure decisions. W-2 policy outlines the various circumstances for which notices are sent through the CARES system and for which notices shall be issued manually by the contractor. Contractors shall work with the Department to ensure their training, procedures and practices regarding cases closures are in compliance with the state requirements and are uniformly implemented across the state. (See W-2 Manual, Chapters 11 and Section 15.7.3)
- 18. Contractors shall conduct a fraud investigation for any suspected fraud. (See W-2 Manual, Section 4.5)

- 19. Contractors shall apply an Intentional Program Violation (IPV) to any individual who was convicted in court or through an administrative hearing of an IPV. (See W-2 Manual, Section 11.6) Note that the statutory process for IPVs may be amended through bills recently passed in the legislature. Contractors shall change their IPV process to conform to any statutory changes signed into law.
- 20. Contractors shall assist families by providing access to needed community services provided by partner agencies within their geographical area, assuring that there is no duplication of effort. (See W-2 Manual, Section 1.2.4) Contractors shall not duplicate services offered by the Public Workforce System, Wisconsin Job Centers, Child Welfare agencies, and other public or community based support services.

C. Monitor and Process W-2 Payments

- 1. Contractors shall process monthly W-2 payments in CARES adhering to the established time periods. The State of Wisconsin will mail benefit checks to participants based on the information entered into CARES. Contractors shall ensure the mailing addresses and other pertinent information is correctly entered into CARES. Information on CARES benefit issuance timelines are found in the CARES Batch Calendar. (See W-2 Manual, Chapter 10)
- 2. Contractors shall track participants' attendance in the assigned activities and enter any information regarding non-participation into CARES according to the time periods established by W-2 policy. (See W-2 Manual, Section 11.1 and Appendix TANF Work Participation Requirements
- 3. Contractors shall apply hourly payment reductions for those hours participants miss without good cause. Contractors shall apply payment reductions according to the time periods established by W-2 Policy. (See W-2 Manual, Section 11.1.2) Contractors cannot apply payment reductions for missed activities if the participant is assigned to assessment activities or for the period of time that the EP was not valid. (See W-2 Manual, Section 11.1)
- 4. Contractors shall monitor and identify participants whose sanctions reach the 20% or greater payment reduction level. Contractors must provide proper notification to the participants and allow participants the opportunity to rectify the issue causing the sanction following W-2 policy. (See W-2 Manual, Section 11.3.1)
- 5. Contractors shall determine and apply drug felon sanctions according to W-2 policy. (See W-2 Manual, Section 11.7)
- 6. Contractors shall determine and apply Learnfare sanctions according to W-2 policy. Contractors shall assist eligible parents, including teen parents, to meet school attendance requirements. (See W-2 Manual, Section 16)
- 7. Contractors shall record all returned checks in CARES within the required time periods. Contractors shall enter into CARES all receipt and disbursement information

- for all W-2, Job Access Loans (JAL), and vendor checks. (See W-2 Manual, Appendix Benefit Issuance Guide)
- 8. Contractors shall enter and recover all overpayments following the Department guidelines. (See W-2 Manual, Section 10.3)
- 9. Contractors shall determine whether additional benefits are due, enter the information about the additional benefits into CARES, and issue all auxiliary payments (to correct for under payments) following the Department guidelines. (See W-2 Manual, Section 10.2.6 and Appendix Benefit Issuance Guide)
- 10. Contractors shall ensure the Custodial Parent of an Infant (CMC) placement does not exceed the date when the child reaches eight (8) weeks of age. (See W-2 Manual, Chapter 7)
- 11. Contractors shall disseminate wage subsidies for Trial Jobs. (See W-2 Manual, Chapter 7.3) These subsidies are processed manually by the Contractor. Unlike W-2 payments, Trial Job subsidies are not issued out of CARES.
- 12. Contractors shall issue emergency payments for eligible applicants waiting for an initial W-2 payment. (See W-2 Manual, Section 18.1.0) Unlike W-2 payments, emergency payments are not issued out of CARES.
- 13. Contractors shall follow the W-2 Manual, Appendix Benefit Issuance Guide and apply all payment reductions including W-2 hourly sanctions, Learnfare sanctions, drug felon penalties and recoupment.
- 14. Contractors shall enter vendor information into CARES when participants request part or all of their W-2 payment in the form of a vendor payment.
- 15. Contractors shall add or delete bank information for Electronic Funds Transfers (EFT) for W-2 payments to W-2 Assistance Groups. Contractors shall process failed EFTs to ensure participants receive their benefits.
- 16. Contractors shall hold benefits in CARES and mail checks to participants' agencies when they are homeless or in a domestic violence situation.
- 17. Contractors shall process affidavits for lost, stolen, or destroyed checks and process requests for replacement checks.
- 18. Contractors shall act to intercept W-2 or JAL checks in emergency situations.
- 19. Contractors shall complete written verification for checks reported as lost or stolen and identified as a bank as having been cashed. (See W-2 Manual, Appendix Benefit Issuance Guide)

D. Provide Case Management for W-2 Participants²

- 1. Contractors shall provide the case management services to eligible parents who are required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
- 2. Contractors shall conduct initial and ongoing assessments to identify any skill deficits or other limitations that may reduce the likelihood of the participant obtaining successful employment. The information gathered from these assessments will aid in the development of the Employability Plan. Contractors shall record assessment results in CARES. (See W-2 Manual, Chapter 5)
- 3. Contractors shall ensure their staff members maintain the skills necessary to: 1.) interpret screening and informal assessment results, 2.) identify which eligible parents require a formal assessment by a trained professional, and 3.) refer to the most appropriate qualified professional (physician, psychologist, vocational evaluator, etc.) to conduct the formal assessment, and to communicate directly with the qualified professional to dispute questionable or incomplete assessment results. (See W-2 Manual, Chapter 5)
- 4. Contractors shall identify and maintain a list of qualified professionals who are available in the area to complete necessary assessments. (See W-2 Manual, Chapter 5)
- 5. Contractors shall cover any costs of the assessments that are not otherwise covered by medical assistance or private insurance. (See W-2 Manual, Chapter 5)
- 6. Contractors shall keep medical diagnoses and other confidential information in a sealed envelope in the paper file. (See W-2 Manual, Section 4.4.6)
- 7. Contractors shall use the results of the formal and informal assessments to inform their decisions related to placement and activity assignment, and to determine the need and process for providing reasonable accommodations.
- 8. Contractors shall use the results of the screening and ongoing assessments to make initial and ongoing placement decisions in consultation with the applicant or eligible parent. Contractors shall enter placement decisions into CARES. (See W-2 Manual, Chapters 5 and 7)

a. Flow 6a – Case Management Only –Employability Plan Implementation (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow6a.pdf)

c. Flow 7 – Case Management Only – Family Services Employability Plan (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow7.pdf)

² Links to Relevant Process Flow Charts:

b. Flow 6b – Case Management Only – Employability Plan Implementation cont $\frac{(http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow6b.pdf}{}$

- 9. Contractors shall use the screening and assessment results to develop an Employability Plan (EP) for all W-2 eligible parents. (See W-2 Manual, Chapter 6) Contractors shall enter EPs into CARES.
 - a. The EP shall include the goals for the applicant or eligible parent. These goals shall correspond with the skills and interests of the applicant or eligible parent. Contractors shall use the informal assessment process to establish these individualized goals.
 - b. The EP shall include all the activities assigned to the applicant or eligible parent which are designed to meet their individual goals.
- 10. Contractors shall meet at least once a month with each eligible parent to review the assigned activities and the progress toward meeting the established goals. Contractors shall provide services that are strengths-based, family-centered, and consistent with eligible parents' interests and goals. Contractors shall include parents in the decision making process. (See W-2 Manual, Chapter 6)
- 11. Contractors shall track time limits and discuss the impact of time limits with applicants and eligible parents. (See W-2 Manual, Section 2.10)
- 12. Contractors shall complete an EP review at least once every six months or more often based on eligible parents' circumstances. (See W-2 Manual, Chapter 6)
- 13. Contractors shall document interactions with and about applicants and eligible parents in CARES. (See W-2 Manual, Section 4.3.3)
- 14. Contractors shall comply with all confidentiality requirements for applicants and eligible parents' records. (See W-2 Manual, Chapter 4)
- 15. Contractors shall provide case management services and appropriate activities to eligible parents in all W-2 placements, including individuals in case management placements.
- 16. Contractors shall assess Custodial Parent of an Infant (CMC) eligible adults prior to the end of their CMC placement to determine the need for ongoing W-2 services and document the results in CARES. (See W-2 Manual, Chapter 7)
- 17. Contractors shall encourage Custodial Parent of an Infant (CMC) eligible adults to volunteer for employment-related services offered within the W-2 program during the 8-week CMC period and immediately afterward, including parenting classes, budgeting classes, family planning services and, once appropriate, job search. However, these services cannot be mandatory activities while the eligible adult is in the CMC placement. (See W-2 Manual, Chapter 7)
- 18. Contractors shall ensure that the W-2 program is accessible to fathers as well as mothers according to the following W-2 policies:

- a. Two-parent households (W-2 Manual, Chapter 14).
- b. Determining the W-2 custodial parent (See W-2 Manual, Section 2.3).
- c. Serving non-custodial parents (See W-2 Manual, Section 7.5.1).
- 19. Contractor shall identify the applicant's need for any supportive services (e.g. transportation, credit establishment or repair assistance). The contractor shall either provide the necessary service if it does not exist in the community or ensure that applicants are connected with other programs that will either provide the service or cover the cost of the supportive service. [Wis. Stat. 49.143(2)(cr)]
- 20. Contractors shall assist families by providing access to needed community services provided by partner agencies within their geographical area, assuring that there is no duplication of effort. (See W-2 Manual, Section 1.2.4) Contractors shall not duplicate services offered by the public workforce system, Wisconsin Job Centers, Child Welfare agencies, Tribal TANF programs and other public or community based support services. Contractors shall work with the following relevant stakeholders to provide services to eligible parents:
 - Job Centers
 - Workforce Investment Act providers
 - Division of Vocational Rehabilitation providers
 - Technical Colleges
 - Literacy networks
 - Community Action Agencies
 - Income Maintenance providers (FoodShare, Badger Care, and Caretaker Supplement)
 - Wisconsin Shares Child Care eligibility and authorization providers
 - MA Transportation providers
 - Department of Corrections
 - Wisconsin Economic Development Corporation (WEDC) (formerly the Department of Commerce) (Admin Rule 101.05 (8) Work with the WEDC to provide training to eligible parents in conjunction with employers eligible for the development zone program under sub. ch. VI of ch.560, Stats.)
 - County and Tribal Child Support Agencies
 - Veteran's Services
 - Child Welfare System
 - Domestic Violence Service providers
 - Women Infants and Children (WIC) providers
 - Mental Health providers
 - Alcohol and other drug addiction providers
 - Low-income housing resource
 - Children's long term care support providers
 - Aging and Disability Resource Centers
 - Family Resource Centers

- Low-income legal services providers
- 21. Contractors shall assist applicants and eligible parents to identify and apply for services in the community.

E. Assign Individualized Activities

- 1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
- 2. Contractors shall ensure that the full range of W-2 activities listed in the W-2 Manual, Appendix Activity Code is available across the geographical area. Provision of these activities may be done by the Contractor directly, through formal subcontracts with other organizations/entities or by partner agencies in the community.
- 3. Contractors shall assign individualized activities that help eligible parents meet their goals of obtaining employment or Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI). In assigning activities, Contractors shall use information gathered in informal and formal assessments, and the eligible parent's past successes and failures as they have attempted to comply with the assigned activities
- 4. Contractors shall consider any changes in circumstances of the applicant or eligible parent and adjust the assigned activities to reflect those changes.
- 5. Contractors shall assign activities in a way that is consistent with W-2 policy, maximizes the Contractor's ability to meet the Federal Temporary Assistance for Needy Families (TANF) Work Participation Rate, and does not compromise the requirement to provide individualized services.
- 6. Contractors shall provide any reasonable accommodations applicants and eligible parents need to participate in assigned activities. (See W-2 Manual, Section 1.3) Contractors shall record the accommodation in CARES.
- 7. Contractors shall not assign any activity at a location that exceeds one hour of travel time, one way for the applicant or eligible parent.
- 8. Contractors shall continually monitor the quality of the services delivered by the agencies to which they refer eligible parents.
- 9. Contractors shall monitor applicants' and eligible parents' progress in assigned activities and use their progress in assigned activities to inform future decision making regarding placement decisions and activity assignment.
- 10. Contractors shall provide any supportive services and transportation applicants and eligible parents need to participate in assigned activities. Supportive services checks

and vouchers are not issued out of CARES. Contractors shall issue these supportive services manually. Contractors shall record issued supportive services in CARES.

F. Provide Employment Services³

- 1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent in the family when the family is receiving Wisconsin Shares Child Care or when the second parent volunteers to participate.
- 2. Contractors shall actively help applicants and eligible adults find employment in the local labor market. Contractors shall:
 - a. Have thorough knowledge of local labor market information, including high-growth industries and career paths that exist within those industries;
 - b. Identify those employers within local area industry that are best prepared to work with the W-2 population;
 - c. Understand local industry trends and occupations and have capacity to engage with employers to assist in meeting their recruitment needs; and
 - d. Have the ability to identify the skill-sets local industries need and apply related skill development to work experience and skills training models.
- 3. Contractors shall assess each eligible parent's career interests and aptitudes. By the end of the career planning process, the employability plan shall include both long-term and short-term career goals with action steps/objectives and the appropriate combination of services and training needed to achieve each goal.
- 4. Contractors shall provide and assign job search activities structured to meet the needs of the applicant or eligible parent including specific job leads for up-front and ongoing job search requirements. (See W-2 Manual, Section 2.9)
- 5. Contractors shall provide job development services including but not limited to researching the local labor market and contacting employers to discover job

a. Flow 4a-CSJ Employability Plan Implementation (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow4a.pdf)

b. Flow 4b-CSJ Employability Plan Implementation cont. (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow4b.pdf)

c. Flow 5a-W-2T Employability Plan Implementation (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow5a.pdf)

d. Flow 5b-W-2T Employability Plan Implementation cont. (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow5b.pdf)

e. Flow 8 – Subsidized Employment Plan Implementation (http://dcf.wisconsin.gov/w2/rfp/2013/attachments/flow8.pdf)

³ Links to Relevant Process Flow Charts:

- opportunities that would be appropriate for local W-2 applicants or eligible parents and matching individual applicants or eligible parents to the jobs identified. Job development also includes arranging job interviews and providing post interview follow up with both the W-2 eligible parent and the local employers.
- 6. Contractors shall identify and develop a wide range of work experience sites across the entire geographical area and enter into worksite agreements with all work experience providers.
- 7. Contractors shall develop work experience sites for eligible parents who need to improve their work place behaviors prior to or simultaneous with the development of their marketable skills.
- 8. Work experience sites shall provide marketable skills that correlate with the local labor market, and prepare individuals for unsubsidized jobs. (See W-2 Manual, Chapter 7)
- 9. Contractors shall monitor the quality of work experience sites to ensure they provide eligible parents with experience and skills that are likely to lead to employment.
- 10. Contractors shall provide Workers Compensation insurance for all work experience participants.
- 11. Contractors shall monitor the participation and progress of each eligible parent at a work site and assess whether the eligible parent is developing the marketable and interpersonal skills they need to obtain and retain unsubsidized employment.
- 12. Contractors shall help resolve issues that develop at the work site such as absenteeism, tardiness, interpersonal behavior issue with co-workers and supervisors, inappropriate use of personal cell phones during work hours, etc.
- 13. Contractors shall create a wide range of Trial Jobs throughout the entire geographical area. (See W-2 Manual, Section 7.3)
 - a. Contractors shall develop Trial Job placements with local area employers.
 - b. Contractors shall match appropriate eligible parents to Trial Job employers.
 - c. Contractors shall enter into a Trial Job agreement with each employer.
 - d. Contractors shall monitor the progress of eligible parents in a Trial Job placement.
 - e. Contractors shall help resolve issues that develop at the work site.
- 14. Contractors shall provide retention and advancement services. Contractors shall work with and coach eligible parents to help them develop the skills necessary to retain employment and advance to higher classifications and pay rates.

- 15. Contractors shall provide follow-up case management services to those eligible parents who find employment. At a minimum, post-employment services shall include case management, assistance in accessing education and training to help the eligible parent advance, and help in negotiating difficulties on the job. Post-employment services may also include financial incentives and supports. (See W-2 Manual, Chapter 7)
- 16. Contractors shall provide applicants and eligible parents with post-employment supports including on-going services and referrals to address issues that arise and could threaten job retention. These services or referrals include, but are not limited to Wisconsin Shares Child Care assistance, FoodShare (FS), Badger Care (BC), Job Access Loans (JAL), and information regarding the state and federal Earned Income Tax Credits (EITC) and Homestead Tax Credit.
- 17. Contractors shall assist individuals who lose employment in obtaining employment as quickly as possible.
- 18. Contractors shall work with local Workforce Development Boards (WDB) to maximize the services available to eligible parents and to provide services across agencies. (See Wis. Stats 49.143 (2r) and the W-2 Manual, Appendix Job Centers)

G. Provide Employment-related Education and Training Services

- 1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
- 2. Contractors shall administer educational needs assessments to determine the education levels of all W-2 applicants and prior to making W-2 placement changes for eligible parents. (See W-2 Manual, Section 8.2.1)
- 3. The Contractor shall use educational needs assessment results to provide eligible adults with appropriate education activities including, but not limited to, a course of study meeting the standards established under Wis. Stat. 115.29(4) for the granting of a declaration of equivalency of high school graduation; English-as-a-Second Language; and adult basic education courses. (See W-2 Manual, Section 8.3.2.1).
- 4. The Contractor shall use the educational needs assessment results to match eligible adults to appropriate technical college courses and other educational courses that provide an occupational skill.
- 5. Contractors shall work with technical colleges to offer certified (or diploma/degree) training programs.
- 6. Contractors shall ensure that training courses be tied directly to occupations for which there are job openings in the local labor market. (See W-2 Manual, Section 8.3.2.2)

- 7. The Contractor shall use the educational needs assessment results to match eligible adults to appropriate job skills training, including customized skills training.
- 8. Contractors shall have available a wide range of jobs skills training programs across the geographical area, including customized job skills training programs.
- 9. Contractors shall work with local employers to design customized job skills training programs based on the skill needs of employers in the local labor market.
- 10. Customized job skills training programs shall include employer participation in the design and implementation of the training and shall utilize adult learning strategies.
- 11. Contractors shall have the capacity to develop new skills training curricula and/or create connections with other workforce development entities to expand customized skills training opportunities in the geographical area.
- 12. Customized job skills training programs shall be designed using industry-approved training requirements and in alignment with known career pathways in the local labor market.
- 13. Contractors shall match eligible parents to bridge programs so that they can attain the basic skills they need to enter job skills training programs.
- 14. Contractors shall ensure that eligible parents who complete training have acquired marketable job-specific skills.
- 15. Contractors shall establish a referral relationship with other employment and training programs for eligible parents to access a variety of education and training opportunities. (See W-2 Manual, Section 8.1)
- 16. Contractors shall cover the costs of any allowable education and training services to eligible parents that are not otherwise covered by a funding source except for full time technical college. Contractors shall leverage non-TANF dollars through connecting eligible parents with community programs that can fund education and training programs. (See W-2 Manual, Section 8.3.2.2)
- 17. Contractors shall use the aggregated education and training policy to allow eligible parents placed in a Community Service Job (CSJ) or W-2 Transition (W-2 T) access to education and training services. (See W-2 Manual, Section 8.3.2.3)
- 18. Contractors shall allow 18- or 19-year old eligible parents placed in a CSJ who have not obtained a high school diploma or equivalent to decide whether to attend high school or to enroll in a course of study meeting the standards established under 115.29(4), Wis. Stats, in order to satisfy, in whole or in part, the required hours of participation in a CSJ. (See W-2 Manual, Section 8.3.2.1)
- 19. Contractors shall track the eligible parent's attendance record, completion results, and course pass or fail in CARES.

H. Provide SSI/SSDI Services

- 1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
- 2. Contractor shall maintain staff who possess a working knowledge of Social Security Administration (SSA) guidelines used to determine SSI/SSDI eligibility including, but not limited to, the forms needed to apply and the methods used by SSA when determining eligibility.
- 3. Contractors shall identify applicants and eligible parents who have been determined to have a reasonable chance of obtaining SSI/SSDI based upon the informal assessment, formal assessment, and consultation with other providers of disability-related services. (See W-2 Manual, Section 7.4.3)
- 4. For those W-2 eligible parents interested in pursuing SSI/SSDI and whom the Contractor believes have a reasonable chance of obtaining SSI/SSDI the Contractor shall:
 - a. Assign the individual to a W-2 Transition placement.
 - b. Ensure the eligible parents have EPs with the primary goal of obtaining SSI/SSDI.
- 5. Contractors shall gather the information necessary to build a strong case for SSI/SSDI. Contractors shall gather needed information about eligible parents' capacity to work and ability to gain SSI/SSDI through formal and informal assessments, through the case management relationship, and through eligible parents' experience participating (or failing to participate) in assigned activities including work experience. (See W-2 Manual, Section 7.4.3)
- 6. Contractors shall assist eligible parents navigating the SSI/SSDI application and appeals process and shall provide legal services to eligible parents. Contractors shall provide a full range of SSI/SSDI advocacy services or shall subcontract or refer eligible parents to an SSI/SSDI advocate. When an eligible parent elects to pursue a referral to an SSI/SSDI advocate, Contractors shall seek a release of information from the eligible parent and work closely with the referral advocate in an attempt to expedite SSI/SSDI eligibility for the eligible parent. (See W-2 Manual, Section 7.4.3)
- 7. Contractors shall review, monitor, and document in CARES the progress of the SSI/SSDI application process.
- 8. Contractors shall have available the full range of W-2 activities to eligible parents.
- 9. Contractors shall review, monitor and document in CARES the progress of its participants with assigned activities, including medical treatment plans.

- 10. Contractors shall create and manage work experience sites across the geographical area for eligible parents. These sites shall include employment supports tailored to the needs of the eligible parent, including job coaching, access to supported work environments and other work accommodations to ensure the eligible parent can participate to the fullest extent possible.
- 11. Contractors shall provide any reasonable accommodations applicants and eligible parents need to participate in assigned activities. (See W-2 Manual, Section 1.3) Accommodations shall be recorded in CARES.
- 12. Contractors shall create a transition plan for eligible parents moving to SSI/SSDI. The transition plan shall identify the resources needed to address personal and family needs. (See W-2 Manual, Chapter 7)
- 13. Contractors shall assist eligible parents in applying for the Caretaker Supplement Program.

I. Verify and Track Attendance

- Contractors shall verify and track attendance in assigned activities based on Wisconsin's TANF Work Verification Plan http://dcf.wisconsin.gov/w2/rfp/2013/attachments/work_verification_plan.pdf). (See W-2 Manual Appendix - TANF Work Participation Requirements) Verification shall be scanned into ECF according to policy. (See W-2 Manual, Section 4.4) Participation shall be entered into CARES by established time periods.
- 2. Contractors shall determine good cause for non-participation. (See W-2 Manual, Section 11.2). Good cause shall be entered into CARES by established time periods.
- 3. Contractors shall apply hourly payment reductions for missed hours without good cause in CARES. Contractors shall notify eligible parents if missed hours result in a potential payment reduction of 20% or more. (See W-2 Manual, Section 11.3.1)

J. Operate a Children's Services Network

- 1. Contractors shall establish a Children's Services Network to provide information about community resources available to the dependent children in a W-2 group, including charitable food and clothing centers; subsidized and low-income housing; transportation subsidies; the state supplemental food program for women, infants and children; and child care programs. [See Wis. Stat. 49.143(2)(b)]
- 2. Contractors operating in Milwaukee County shall ensure that their Children's Services Network provides a forum for those interested in the provision of child welfare services to communicate with and make recommendations to the providers of those services in that geographical area. [See Wis. Stat. 49.143(2)(b)]

K. Operate a Community Steering Committee

1. Contractors shall establish a Community Steering Committee within 60 days after the date on which the contract is awarded in accordance with state statutes. [See Wis. Stat. 49.143(2)(a)]

L. Operate a Learnfare Program

- 1. Contractors shall operate a Learnfare Program according to the policies outlined in W-2 Manual Chapter 16.
- 2. Contractors shall ensure that minor parents who are a part of a W-2 group have access to child care.
- 3. Contractors shall complete required forms or gather required verification and scan information into ECF.

M. Manage Dispute Resolution Process

- 1. Contractors shall manage the Dispute Resolution Process according to Department policies. (See W-2 Manual, Chapter 12)
- 2. Contractors shall schedule Fact Finding Reviews within 8 working days from the date a request for Review is received. (See W-2 Manual, Section 12.2.5)
- 3. Contractors shall issue a decision within 5 working days after the Review date. (See W-2 Manual, Section 12.2.9)
- 4. The Contractor shall comply with a decision within 10 calendar days after the decision date.
- 5. Contractors shall enter the Fact Finding Review information and results into CARES by the 10th day of each month for the prior month. (See W-2 Manual, Section 12.2.13)
- 6. Contractors shall scan the Fact Finding Review documentation into ECF. (See W-2 Manual, Section 12.2.11)
- 7. Upon request, Contractors shall submit the Fact Finding Review file to the Department of Administration, Division of Hearings within 5 working days after receipt of the request. (See W-2 Manual, Section 12.3.1)

N. Make W-2 Information Available According to Statutes

1. Contractors shall maintain a monthly report in a format determined by the Department at its office showing the names of all persons receiving benefits including the amount paid during the preceding month. [See Wis. Stat. 49.32(9)]

- 2. Contractors shall follow Wisconsin Statute 49.32 (9, 10, 11) when responding to any requests for information about a recipient of W-2 benefits.
- 3. Contractors shall release the current address of W-2 eligible parents to a law enforcement officer according to the requirements identified in statute. [See Wis. Stat. 49.32(10)]

III. Operate W-2 Related Programs

A. Emergency Assistance

- 1. Contractors shall accept and process Emergency Assistance (EA) applications according to policy outlined in the EA Manual. Determining eligibility for EA is not automated in CARES. (W-2 Manual, Chapter 17)
- 2. Contractors shall verify and document all required EA eligibility criteria. Application, supporting documentation, and notices shall be scanned into ECF or kept in the paper file. Information regarding the EA application shall be documented in CARES case comments if the applicant is known to CARES.
- 3. Contractors shall issue EA checks and vouchers within 5 days after the Contractor receives the EA application. Unlike W-2, EA benefits are not issued out of CARES. Contractors shall issue these checks and the Department will reimburse the contractor.
- 4. Contractors shall use the Emergency Assistance Tracking Systems (EATS) to assist with verifying EA eligibility, and shall enter information on eligibility determinations and payment amounts into EATS prior to seeking reimbursement for EA payments through CORe.
- 5. Contractors shall reconcile EATS data and CORe data by the last day of the month following the end of the quarter.

B. Job Access Loans

- 1. Contractors shall accept applications and determine eligibility for JALs according to policy. (See W-2 Manual, Chapter 13)
- 2. Contractors shall process JAL applications and loan repayments in CARES. (See W-2 Manual, Section 13.5.1)
- 3. Contractors shall collect repayments and enter the information into CARES. The Department will collect these payments through the CORe system.
- 4. Contractors shall track in-kind community service and enter that information into CARES. (See W-2 Manual, Section 13.5)

5. Contractors may inform JAL loan recipients about the option to re-pay JALs online at http://dwd.wisconsin.gov/epayment/. (See W-2 Manual, Section 13.5.2)

C. Provide Contracted Child Care

- 1. Contractors may operate a contracted child care program in the building where W-2 services are provided. W-2 services include the W-2 application, orientation, meetings with the case manager, workshops, job clubs, classes, etc.
- 2. Contractors shall ensure that parents are eligible for W-2 in order to use contracted child care.
- 3. Contractors shall ensure that children are in a quality child care setting while their parents are pursuing W-2 services.
- 4. Contracted child care programs may be either licensed or certified. Programs that are not licensed or certified are considered non-regulated programs (exempt) and must restrict services to children whose parent(s) remain on site at all times, unless the program is operated by a public school district. Refer to licensing requirements at: http://dcf.wisconsin.gov/childcare/licensed/Index.htm.
- 5. Contractors shall not use contracted child care in order to replace the Wisconsin Shares Child Care Subsidy program. Contracted child care is expected to be drop-in care that is very short term (e.g., while an eligible parent participates in a soft skills workshop, attends an appointment, or spends an hour using a computer).
- 6. Contractor shall comply with all reporting requirements including monthly submittal of the Child Care Aggregate Report ACF-800.
- 7. Contractors shall submit an application in order to receive funding for contracted child care. The Department will issue the application within 30 days of the Notice of Intent to Award.

D. Manage Refugee Assistance Programs

This section applies to all Balance of State areas and the Northwest and Southern geographical areas of Milwaukee County.

- 1. Contractors shall accept applications and determine eligibility for Refugee Cash Assistance (RCA) and Refugee Medical Assistance (RMA), according to policy. (See W-2 Manual, Chapter 18)
- 2. Contractors shall verify all required eligibility criteria and scan supporting documentation into ECF.
- 3. Contractors shall manually issue RCA checks. Unlike W-2, RCA checks are not issued out of CARES. Contractors shall issue these checks manually and the Department will reimburse the contractor.

- 4. Contractors shall track and verify RCA client participation in an employment/training program—either FSET or another employability/employment program leading to early employment as a condition for continued RCA cash benefits.
- 5. Contractors shall participate in the local refugee service-providers' network or consortium so that case management and employment services are closely coordinated and reported.
- 6. Contractors shall report refugee job entry and retention data to the State Refugee Coordinator, located in the Bureau of Working Families, for all W-2 and RCA refugee cases, in addition to the other required W-2 reporting.
- 7. Contractors shall ensure that all services are made accessible to refugee clients in their native languages as needed, and that all work experience and job development activities are delivered in a culturally appropriate way.
- 8. Contractors shall understand cultural sensitivities of refugees in such things as appropriate dress, religious practices, gender roles, and food preparation so that refugees are not being placed in jobs where they will be unable to succeed for cultural reasons. Contractors shall also be prepared to help employers understand the reasonable accommodations that can be made for refugees to be successfully employed.
- 9. Contractors shall be prepared to do post employment follow-up with refugees and/or employers in order to address any cultural, communication or language issues that may potentially interfere with successful job retention.

IV. Infrastructure

A. Physical Locations

- Contractors shall maintain enough physical locations for staff to successfully implement the requirements outlined in this Scope of Work and the service delivery model described in the Contractor's RFP response. The state does not mandate locations nor does the state provide free or reduced price locations in which Contractors can provide services.
- 2. Contractors shall maintain a space where applicants and eligible parents can search for employment. Contractor shall display in the designated public space all mandated signage and notifications, e.g., BST poster, Civil Rights Compliance, etc.
- 3. Contractors shall comply with the Pro Children Act of 1994. Since a portion of the funds under the Contract includes federal funds, the Contractors shall 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 is not permitted within any indoor facility (or portion thereof) 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 eighteen (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 Women, Infant and Children (WIC) coupons are redeemed.

B. IT Systems Management/Telecom

- 1. Contractors shall ensure that each worker has access to a computer with Office 2007 or newer and Windows XP or higher in order to perform their job duties.
- 2. Contractors shall ensure that workers have access to high speed internet (1.5 mg or higher), Internet Explorer Version 8 or higher and email.
- 3. Contractors shall ensure that workers have access to scanners in order to save documents to the Electronic Case File (ECF). Only certain scanner models are compatible with ECF. The scanners shall be able to accommodate the volume of scanning needed. For information about ECF and scanners see the ECF Manual at: http://www.emhandbooks.wisconsin.gov/ecf/ecf.htm
- 4. Contractors shall ensure that workers have access to printers, copiers, and fax machines.
- 5. Contractors shall ensure that workers have telephones with voicemail capability.
- 6. Contractors shall enter into a data sharing agreement with the Department. http://dcf.wisconsin.gov/w2/rfp/2013/attachments/data_sharing_agreement_2011.doc
- 7. Contractors shall assure that the computer security systems across the organization meet a uniform level as dictated by the data sharing agreement. This will include but is not limited to anti-virus definition, operating system and application updates, screen saver timeout, password security, and account administration.

C. Required Use of State Automated Systems

- 1. Contractors shall use the automated systems listed in Appendix X, Definitions and Acronyms for the 2013 W-2 and Related Programs Contract. With the exception of the Systematic Alien Verification for Entitlements (SAVE), these systems are developed and maintained by the State. While SAVE is maintained by the U.S. Citizenship and Immigration Services (USICS), the CARES Security staff grant security access for SAVE. (See W-2 Manual, Section 2.4.1.1) For each automated system, Contractors are responsible for the following:
- 2. Contractors shall ensure that all required staff obtains the security level needed to access these automated systems.
- 3. Contractors shall ensure that all staff are trained on the required systems.

- 4. Contractors shall designate a CARES Coordinator who can respond to staff questions regarding any of the automated systems. Contractors shall first try to resolve systems issues in-house through the CARES Coordinator. If the CARES Coordinator is unable to resolve the problem, the CARES Coordinator may call the W-2 Help Desk for assistance.
- 5. The Contractor shall designate a Contractor IT Security Officer, and a Functional Agency Security Liaison (FASL) (or Backup Contractor IT Security Officer) to ensure compliance with security precautions for state-owned automated systems and for ensuring confidentiality of program data, including but not limited to data in CARES, KIDS and the Wisconsin Statewide Automated Child Welfare Information System (eWiSACWIS). The Contractor IT Security Officer is responsible for ensuring that access to the state's automated systems is used only for the purposes of administration of the programs under the Contract, and that each individual's level of access is requested and maintained at the minimum necessary for that individual to provide the contracted services.
- 6. Contractors shall ensure that all needed documentation for determining initial and ongoing eligibility is accessible in the Electronic Case File (ECF) within 10 days of receipt.
- 7. Contractors shall ensure that they are staffed to a level that ensures that documents are coded correctly and scanned into ECF within the required time periods. (ECF Handbook, Section 1.1.5)

D. Staff

- 1. Contractors shall recruit and hire staff with the skill sets necessary to perform all of the requirements outlined in this Scope of Work and the RFP that are not subcontracted or provided by a partner agency. Either through new hires or subcontracting. Contractors shall consider hiring the existing trained W-2 workforce.
- 2. Contractors shall provide a list of all staff positions responsible for carrying out activities described in this Scope of Work. For each position, the Contractors shall provide a position description and establish minimum education, experience, and skill requirements.
- 3. Contractors shall have a staff performance evaluation system and remedial plan that ensures that each staff person performs at an acceptable level to meet all of the requirements in this Scope of Work.
- 4. Contractors shall maintain a staffing level that allows for a FEP-to-caseload ratio of no more than 80:1.
- 5. Contractors shall complete 100% time reporting.
- 6. Contractors shall submit to the Department an annual FTE report as defined by the Department.

7. Contractors shall notify the Department of any changes to its staffing plan prior to the implementation of those changes.

E. Training

- 1. Contractors shall ensure that staff complete training programs required by the Department [DCF 103.04 (1)]. The Department provides extensive training opportunities, both via classroom and distance programs. A full curriculum list along with course descriptions, calendars, and resources in W-2 policy, systems, and case management is available through the DCF Learning Center. A logon ID is required to access the Learning Center. To request a logon and view instructions go to: https://wss.ccdet.uwosh.edu/stc/dcf/PDFfiles/LCAccessHelp_0212.pdf.
- 2. Contractors shall ensure that all W-2 workers are trained on all W-2 policy and procedures and automated system updates that are issued by the Department according to the timelines established by Administrative Rule. (DCF 103.06)
- 3. Contractors shall enroll staff in the Department's W-2 New Worker training required by Administrative Rule DCF 103.03(1) within the first 6 months of employment. Training for new W-2 staff and supervisors is offered via trainer supported distance learning. This training requires 90-150 hours to complete. Staff may not determine eligibility or make independent case management decisions until they have completed the New Worker training. [See DCF 103.03(b)(c)] Supervisors must complete the same New Worker training their supervisees complete. [See DCF 103.03(1m)] Currently, there are approximately 600 trained W-2 staff and supervisors in the state.
- 4. Contractors shall ensure that staff attends 12 hours of Domestic Abuse training within the first year of employment. [See DCF 103.03 (3)]
- 5. Contractors shall develop internal procedures to assess staff knowledge and interpretation of policies and procedures.
- 6. Contractors shall provide the Department with annual reports of staff training [DCF 103.07 (1)] by the second Friday in January of each calendar year. The report will document training completed by all supervisors, new and experienced FEPs and new and experienced Resource Specialists during the previous year.
- 7. Contractors shall identify an Agency Training Liaison (ATL) as part of the management team. The ATL acts as the point of contact for the Department's Partner Training Section. The ATL is responsible for the training needs of agency staff, coordinating the logistics for delivery of the Department's training programs and participating in the development and evaluation of the Department's training programs. The ATL's are the first point of contact for W-2 New Worker Training.

V. Standard Operating Procedures

A. Policy

- 1. Contractors shall designate a staff member as the Policy Coordinator responsible for identifying program-wide policy, potential issues related to implementation as well as potential solutions to those issues. The Policy Coordinator shall have a thorough understanding of W-2 program policies and processes. The Policy Coordinator shall understand basic quality improvement and system re-engineering functions in order to improve on the quality of services delivered within the W-2 agency.
- 2. Contractors shall identify a representative to serve on the Department's Contracts and Implementation Committee. (http://dcf.wisconsin.gov/w2/ci/default.htm)
- 3. Contractors shall comply with all state issued policies. It is the Department's responsibility to interpret State and Federal law, rules or regulations, any court order or settlement agreement and to create policy. The Department may issue a new policy mandate which is not required by State or federal law, rule or regulation, a court order, the Legislative Audit Bureau, or a settlement agreement, if the Department deems the new policy is necessary to implement service improvements. The Department will communicate changes in policy through the following means:
- Wisconsin Works (W-2) Manual http://dcf.wisconsin.gov/w2/manual/default.htm
- DFES Administrator's Memos: (http://dcf.wisconsin.gov/memos/adminmemos.htm)
- DFES Operations Memos: (http://dhs.wisconsin.gov/em/ops-memos/)
- 4. Contractors shall ensure that all staff members have access to state-issued policies.

B. Create Standard Operating Procedures

The Department defines Standard Operating Procedures (SOP) as a written document outlining the internal steps the Contractor's staff follow to implement the W-2 policy. It is not a document that reiterates the W-2 policy.

- 1. Contractors shall develop SOPs for all requirements outlined in this Scope of Work
- 2. Contractors shall submit their original and any revised SOPs to the W-2 Regional Coordinators for approval.
- 3. Contractors shall perform contract duties in accordance with its approved SOPs.
- 4. Contractors shall update SOPs to reflect
 - a. Any system or policy changes;
 - b. Any quality improvement initiative; and
 - c. Any staffing or other organizational change

C. Quality Assurance

- 1. Contractors shall provide responses to inquiries, questions, and concerns from Department staff, including but not limited to W-2 Regional Coordinators within two business days of the request.
- 2. Contractors shall make available to the Department any reports, documentation or other requested information necessary for the Department to conduct its periodic reviews for program and contract compliance.
- 3. Upon request, Contractors shall provide the Department with the results of their internal monitoring of compliance
- 4. Contractors shall maintain records of potentially serious contract compliance issues. For each issue, the record shall include the date(s), a description of the issue, any resolution, follow-up actions, and the corresponding timelines. An example of a serious contract compliance issue is when the contractor is clearly out of compliance with the required policy such as not adhering to application timelines, ADA violations, or failure to serve an eligible parent.
- 5. Contractors shall assign staff members to participate in trial runs, program workgroups, and other committees led by the Department as needed to review the implementation of new policy, systems, etc.
- 6. Contractors shall identify a dedicated staff person as the Quality Assurance contact.
- 7. Contractors shall develop and maintain a quality assurance plan that:
- Utilizes WebI, CARES on-line reports and other data systems for monitoring performance and identifying of quality improvement issues;
- Ensures all required timelines and policies are adhered to:
- Includes a system of procedures for identifying staff development and training needs; and
- Incorporates information from fact-findings, customer complaints and other mechanisms into overall quality assurance system.
- 8. Contractors shall comply with the Department's periodic reviews of agency staffing to ensure that the level of staffing competency and qualifications stated in the RFP response, or modifications approved by BWF, are maintained throughout the contract period. (See section XII. Monitoring and Compliance Review of the Contract Agreement).
- 9. Contractors shall monitor their subcontractors at least annually or more frequently if necessary to ensure the quality of services. Contractors shall ensure that subcontractors follow W-2 program policy and procedures.
- 10. Contractors shall ensure that all staff members adhere to the confidentiality requirements. (See W-2 Manual, Sections 4.2 and 4.4)

11. Contractors shall notify the Department of any critical issues that may result in the delay or inability to provide service including, but not limited to, building closures and system failures.

D. Fraud Management

- 1. Contractors shall develop and administer a plan to identify and address fraud. (See Administrator Memo 10-03)
- 2. Contractors shall identify a Fraud Representative for their agency.
- 3. Contractors shall develop and implement a Fraud Prevention Plan. (See W-2 Manual, Section 4.5.1)
- 4. Contractors shall develop procedures for Front End Verification, fraud referrals and investigations. (See W-2 Policy Manual, Section 4.5 and IM Policy Manual Chapters 11-13)
- 5. Contractors shall develop agency procedures to determine when overpayments are the result of an Intentional Program Violation (IPV) and establish procedures for applying IPVs. [See 2011 Bill to amend statute 49.001 and 49.151 (2)].

VI. Civil Rights

- 1. Contractors shall comply with the Department's civil rights requirements for contracts. (See http://dcf.wisconsin.gov/civil_rights/plans_instructions.htm)
- 2. Contractors shall cooperate with civil rights reviews as requested by the Department.

VII. COOP

- 1. Contractors shall develop and maintain a Continuity of Operations Plan (COOP) in the event that the primary service delivery location becomes uninhabitable or inaccessible for an extended period of time.
- 2. The Department reserves the right to review the W-2 Contract Agency's COOP Plan and to require revisions to the Plan if necessary.
- 3. Contractors shall conduct or participate in both fire evacuation and tornado shelter drills once each year and follow related safety precautions at locations with staff and equipment, including identifying a facility contact person if needed

EXHIBIT 4

ACRONYMS AND DEFINITIONS FOR THE 2013 W-2 AND RELATED PROGRAMS CONTRACT

REQUEST FOR PROPOSAL (RFP) FOR WISCONSIN WORKS (W2) AND RELATED PROGRAMS RFP # CFB00144

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Family and Economic Security
Bureau of Working Families

ACRONYMS AND DEFINITIONS FOR THE 2013 W-2 AND RELATED PROGRAMS CONTRACT

Acronyms

ABE: Adult Basic Education

ACH: Automatic Clearinghouse

AMSO: Agency Management Support and Overhead

AODA: Alcohol and Other Drug Abuse

ARP: At Risk Pregnancy

<u>ATL</u>: Agency training Liaison

BOS: Balance of State W-2 Agencies

BST: Barrier Screening Tool

BWF: Bureau of Working Families

C & I: W-2 Contract and Implementation Committee

CARES: Client Assistance for Re-employment and Economic Support system

CFR: Code of Federal Regulations

CMC: A CARES code for a custodial parent of an infant

CMD: A CARES code for individuals who have reached their time limit and did not receive

an extension

<u>CMF</u>: A CARES code for Individuals who Obtained Employment while Receiving W-2

benefits

CMJ: A CARES code for job ready individuals.

CMM: A CARES code for Minor Parents

CMN: A CARES code for Non-Custodial Parents

CMP: A CARES code for Pregnant Women

<u>CMU</u>: A CARES code for Working Individuals

CORe: Central Office Reporting system

<u>CRC</u>: Civil Rights Compliance

CS1: A CARES code for a 1/3 CSJ placement

CS2: A CARES code for a 1/2 CSJ placement

CS3: A CARES code for a 2/3 CSJ placement

<u>CSA</u>: Child Support Agency

<u>CSC</u>: Community Steering Committee

<u>CSJ</u>: Community Service Job

CSN: Children's Services Network

CTS: Caretaker Supplement

CWW: CARES Worker Web

<u>DCF</u>: Wisconsin Department of Children and Families

<u>DDB</u>: Disability Determination Bureau

<u>DFES</u>: Division of Families and Economic Support

DMS: Division of Management Services

DTM: During the Month

DVR: Division of Vocational Rehabilitation

DWD: Department of Workforce Development

EBT: Electronic Benefit Transfer

ECF: Electronic Case File

EDS-F: Electronic Data Systems-Federal

EIC: Earned Income Credit

EITC: Earned Income Tax Credit

EOM: End of the Month

EOS: Enterprise Output Solutions

ES: Economic Support

ESL: English as a Second Language

FASL: Functional Agency Security Liaison

FEP: Financial and Employment Planner

<u>FPL</u>: Federal Poverty Level

FS: FoodShare Program

<u>FSET</u>: FoodShare Employment and Training Program

FTE: Full Time Equivalent

GED: General Educational Development

HOD: Host On Demand

HSED: High School Equivalency Diploma

IM: Income Maintenance

IPV: Intentional Program Violation

IT: Information Technology

KIDS: Kids Information Data System

<u>LAB</u>: Legislative Audit Bureau

<u>LEP</u>: Limited English Proficiency

MBE: Minority Business Enterprise

NCP: Non Custodial Parent

Non-IT Equipment: Non-Informational Technology Equipment

OCR: Office for Civil Rights

OJT: On-the-Job Training

PRWORA: Personal Responsibility and Work Opportunity Reconciliation Act

<u>RAP</u>: Refugee Assistance Program

RCA: Refugee Cash Assistance

RFA: Request for Assistance

RFP: Request for Proposals

RMA: Refugee Medical Assistance

RS: Resource Specialist

SNAP: Supplemental Nutrition Assistance Program

SSDI: Social Security Disability Insurance

SSI: Supplemental Security Income

<u>TANF</u>: Temporary Assistance for Needy Families program

<u>TJB</u>: Trial Job

VCA: Voluntary Compliance Agreement

W-2: Wisconsin Works

<u>W-2T</u>: W-2 Transition placement

<u>WDA</u>: Workforce Development Area

WDB: Workforce Development Board

WEBI: Web Intelligence software

WIA: Workforce Investment Act

WIB: Workforce Investment Board

WIC: Women, Infant and Children Program

WPR: Work Participation Rate

WVP: Work Verification Plan

WWP: Wisconsin Work Programs

Definitions

- Administration Costs are the expenses for administration of W-2 and Related Programs, including Agency Management Support and Overhead (AMSO) and other expenses defined as administration by federal regulations governing W-2 and Related Programs.
- <u>Administrators Memos</u> are memos DCF uses to communicate program changes to W-2 Contractor Directors. http://dcf.wisconsin.gov/memos/dfes/default.htm
- Agency Management Support and Overhead (AMSO) are costs incurred for common or joint purposes that cannot be specifically identified to a particular program but are applicable to all programs. In the Random Moment Sampling (RMS) environment, AMSO is overhead plus indirect costs related to the operation of the agency responsible for the administration of IM and/or W-2 Programs.
- Agency is the Wisconsin Department of Children and Families
- Allowable Costs are the costs identified as allowable according to the Department's Financial Policies and the State and Federal Financial Requirements (See www.dcf.wisconsin.gov/contractsgrants/resources.htm).
- Applicant is an individual who applies for any service of the W-2 and Related Programs.
- At Risk Pregnancy (ARP) is a W-2 paid case management placement for an unmarried woman 18 or older who meets W-2 eligibility criteria except that she is not a custodial parent of a dependent child. An agency must verify a third trimester pregnancy and that the pregnancy is an at risk pregnancy that causes her to be unable to work.
- <u>BadgerCare</u> is a Wisconsin Medicaid Program that provides affordable health care for Wisconsin's low- to moderate-income families with children.
- <u>Balance of State (BOS)</u> is the term used to describe the W-2 Geographical Areas outside of Milwaukee County.
- <u>Barrier Screening Tool (BST)</u> is a web-based application designed to capture and store information about an individual and display results of the screening in a manner that assists workers in determining whether a professional assessment is recommended to identify barriers to employment. The BST runs on Internet Explorer 6 and above. The BST policy can be accessed here: http://dcf.wisconsin.gov/w2/manual/default.htm and the BST Web Page here: http://dcf.wisconsin.gov/w2/bst/default.htm.
- <u>Benefits</u> are Temporary Assistance for Needy Families cash assistance payments issued to individuals placed in a Community Service Job (CSJ), W-2 Transition (W-2 T), Caretaker of an Infant (CMC) or At Risk Pregnancy (ARP) placement.
- <u>Bridge Program</u> is an educational program that provides the specific basic skills needed to successfully participate and complete a customized or other skills training program.

- <u>Capitation Amount</u> is the amount DCF will pay Contractors monthly for each eligible participant group that is enrolled in the W-2 program at any time during each month.
- <u>CARES Worker Web (CWW)</u> is a web based computer program used to collect information and determine eligibility for the W-2, JAL, FoodShare, Badger Care, and Wisconsin Shares programs. Local Income Maintenance (IM), W-2, and Wisconsin Shares workers enter applicant and eligible parent information directly into CWW. CWW determines eligibility based on the information entered. Eligibility notices and verification requests are issued from CWW to applicants and eligible parents. CWW runs on Internet Explorer 8 or higher.
- <u>Case Management Denied (CMD)</u> is a placement for individuals who have reached a time limit and an extension to the time limit was not approved.
- <u>Case Management Follow Up (CMF)</u> is a placement is individuals who have obtained unsubsidized employment while in a paid placement.
- <u>Case Management for Job Ready Individuals (CMJ)</u> is a placement for individuals who are unemployed but are ready for unsubsidized employment. Most but not all of those placed in a CMJ enter as applicants.
- <u>Case Management Minor Parent (CMM)</u> is a placement for custodial parents who are under the age of 18.
- <u>Case Management Non-Custodial Parent (CMN)</u> is a placement for non-custodial parents of children with a custodial parent in a W-2 employment position.
- <u>Case Management Only</u> is the term used to designate the W-2 unpaid placements offered case management services only. Individuals in these placements can receive case management and support services but they do not receive benefits.
- <u>Case Management Pregnant Woman (CMP)</u> is a placement for pregnant women who do not have custody of any children and are not in the third trimester of a medically verified at-risk pregnancy.
- <u>Case Management Services for Working Individuals (CMU)</u> is a placement for eligible parents who are working in unsubsidized employment when they apply for W-2 or obtain employment as a result of applicant upfront job search activities.
- <u>Central Office Reporting (CORe) system</u> is the system used by the Department to process expenditure reports.
- Client Assistance for Re-employment & Economic Support (CARES) Mainframe is a mainframe computer system used to confirm eligibility determined by information entered into CWW, issue benefits, generate program-specific letters, track premium payments, arrange client scheduling, and initiate and track benefit recovery for the Badger Care Plus, Elderly/Blind/Disabled Medicaid, W-2, and Wisconsin Shares Child Care programs and manage participation for W-2, Children First and FoodShare Employment and Training (FSET) work programs. The CARES mainframe application is accessed using IBM Host On Demand (HOD) terminal emulation software. HOD is a Java application

that uses Internet Explorer on users' PCs. HOD is downloaded and installed the first time the user logs into the mainframe. HOD is also used to print from CARES. For the purpose of connectivity, the Contractor shall use either its Internet connection or a state Badgernet Converged Network (BCN) circuit installed to transport just state application traffic. If the Contractor chooses to use a BCN circuit the Contractor shall enter into a Memorandum of Understanding (MOU) for DCF WAN Connectivity that details requirements. More information on partner connectivity can be found on the DWD Partner IT Home Page (login required) at:

https://workweb.dwd.state.wi.us/asdhelp/partner.htm#mf

- Client Assistance for Re-employment & Economic Support (CARES) is used to describe any of the state owned automated systems that support W-2. This includes CARES Worker Web (CWW), CARES Mainframe, and Wisconsin Work Programs (WWP). Wisconsin's automated eligibility determination, benefit calculation and case management systems for the W-2, Wisconsin Shares (Child Care), FoodShare (SNAP) and Medicaid programs.
- Community Service Job (CSJ) is one of the paid W-2 employment placements developed for individuals who lack the basic skills and work habits needed in a regular job environment. CSJ positions offer real work training opportunities, with the added supervision and support needed to help the participant succeed. CSJ participants receive a maximum monthly benefit of \$653. See Pro-rated CSJ.
- Community Steering Committee is a group of individuals appointed in accordance with and for the purposes identified in section 49.143(2) of the Wisconsin Statutes.
- Contract & Implementation (C&I) Committee is a Committee composed of W-2 Contractor representatives that reviews and advises the Department of Children and Families (DCF) on W-2 program implementation issues related to the W-2 contracts. The Committee develops recommendations for DCF on the implications of program and procedural issues related to the W-2 contracts.
- Contract Period is the active period of the W-2 contract.
- Contract is the Wisconsin Works (W-2) and Related Programs Contract is the written agreement between the Wisconsin Department of Children and Families and the W-2 Contractor, (referred to in this document as the Contract).
- Contracted Child Care is a child care program operated in the building where W-2 services are provided. Contracted Child Care is a W-2 Related Program.
- Contractor is the entity under contract with the Department of Children and Families to administer the W-2 and Related programs contract.
- Corrective Action is action the Department deems necessary to remedy noncompliance with the W-2 and Related Programs Contract.
- Custodial Parent of an Infant (CMC) is a paid placement for individuals who are caretakers of infants 8 weeks old or younger.

- <u>Custodial Parent</u> is a parent who resides with the dependent child and has legal custody.
- Days refers to calendar days unless otherwise specified.
- <u>Department of Administration</u> is the Department which administers State comptroller functions.
- <u>Department of Children and Families (DCF)</u> is the state agency which oversees the W-2 and Related programs.
- Department is the Wisconsin Department of Children and Families.
- <u>Department's Contract Manager</u> is the DFES Chief of the Milwaukee Operations Section for geographical areas within Milwaukee County and Chief of the Program Operations Section for geographical areas outside Milwaukee County.
- <u>Dependent Child</u> is a person who resides with a parent and who is under the age of eighteen (18) or, a person under the age of nineteen (19) if the person is a full-time student at a secondary school or a vocational or technical equivalent and is reasonably expected to complete the program before attaining the age of nineteen (19).
- <u>Duplicated Counts</u> is the term used to indicate that the individuals are counted more than once during the time period in question.
- <u>During the Month</u> refers to one of the ways the caseload is counted. Individuals are included in the During the Month if they were on the agency's caseload at any time the during that month.
- <u>Earned Income Tax Credit (EITC)</u> is a refundable federal or State tax benefit designed to help low income workers increase their financial stability and maintain their independence from the welfare system.
- Electronic Case File (ECF) is a web based filing system that collects all verification and documentation for the W-2, JAL, Emergency Assistance, FoodShare, Badger Care, and Wisconsin Shares Child Care programs. The ECF Handbook, including information on software and hardware requirements can be found at: http://www.emhandbooks.wisconsin.gov/ecf/ecf.htm
- <u>Eligible Parent</u> is an individual who participates in the W-2 program. This includes both the parent who is placed in a paid or unpaid placement and the second parent in a two parent family.
- Emergency Assistance (EA) is Emergency Assistance provides funding to families with a child(ren) who experiences an emergency due to impending homelessness, homelessness, energy crisis, fire, flood or natural disaster and meets eligibility requirements. EA does not require eligibility for any other public assistance program. Emergency Assistance is a W-2 Related Program.

- Emergency Assistance Tracking System (EATS) is a web based automated system that is used to store and track information for each Emergency Assistance (EA) application and EA payment. EATS is used during the EA eligibility determination process to verify whether or not the EA applicant has received prior EA payments.
- <u>Enterprise Output Solutions (EOS)</u> is the automated report system for programs reported through CARES.
- <u>Equipment</u> is Information Technology ("IT") hardware, software and peripherals and non-IT related items with a purchase price of \$5,000 or greater per item.
- <u>Failure Penalty</u> is penalty determined by the Department for a W-2 Contractor's failure to implement a program or operation requirement(s) for the W-2 and Related Programs.
- <u>Faith-based Provider</u> is an organization that is religious in nature.
- Financial and Employment Planner (FEP) is the term used to describe a W-2 Case manager.
- <u>FoodShare (FS)</u> is the food and nutrition program for eligible Wisconsin residents (formerly the Food Stamp program.), sometimes referred to as the Supplemental Nutrition Assistance Program (SNAP).
- <u>FoodShare Employment and Training (FSET)</u> is the employment and training program for Wisconsin FoodShare recipients.
- <u>Geographical Area</u> is the area determined by the Department for which a Wisconsin Works Contractor will administer the Wisconsin Works and Related Programs.
- <u>Host On Demand</u> is HOD is a Java application that uses Internet Explorer on users' computers. HOD is downloaded and installed the first time the user logs into CARES. HOD is also used to print from CARES.
- <u>Income Maintenance Agency</u> is the county or tribal agency required to provide FoodShare and Medicaid eligibility services.
- <u>Income Maintenance Case</u> is a case receiving FoodShare or Medicaid or both.
- Income Maintenance Consortium is a group of counties collectively responsible for performing IM services. As part of the 2011-2013 biennial budget the Legislature directed the Department of Health Services to contract with no more than 10 multi-county consortia to provide Income Maintenance Services, excluding the Milwaukee Enrollment Services (MilES) and tribal income maintenance agencies.
- <u>Job Access Loan (JAL)</u> is a short-term interest-free loans that is intended to meet immediate and discrete expenses that are related to obtaining or maintaining employment. JAL is a W-2 Related Program.

- <u>Job Center of Wisconsin</u> is a self-service computer-aided system that job seekers utilize to quickly find available job openings and employers utilize to post job openings administered by the Department of Workforce Development.
- <u>Job Center</u> is a service site that meets Job Center standards and provides an array of employment and training services to both job seekers and employers.
- <u>Job Service</u> is the operating unit within the Department of Workforce Development that administers labor exchange services under the Wagner-Peyser Act.
- Kids Information Data System (KIDS) is Wisconsin's child support computer system. It helps Child Support agencies manage child support cases, including collection receipting and disbursing information and enforcement activities. The system also supports the automatic creation of IV-D cases through interfaces with the CARES and Human Services Reporting System (HSRS) state systems. The KIDS system is used by W-2 agencies to help determine eligible parent compliance with Child Support as a condition of W-2 eligibility. (See W-2 Manual, Chapter 15)
- <u>Learnfare</u> is a program to improve school attendance for children whose parents are in a W-2 employment placement.
- Less-than-arms-length transaction is a "less-than-arms-length transaction" or "related-party transaction" which occurs when one party to a transaction can influence the management or financial operating policies of the other party. Examples of related party transactions include, but are not limited to, transactions between: (a) divisions of an organization; (b) organizations under common control through common officers, directors, or members; and (c) an organization and a director, trustee, officer, or key employee of the organization or his immediate family either directly or through corporations, trusts, or similar arrangements in which they hold controlling interest.
- <u>Limited English Proficiency (LEP) Plan</u> is the W-2 Contractor's plan for services for Limited English Proficiency eligible parents.
- <u>Long-Term Recipient</u> is an individual who, on January 1, 2013 has at least 24 months used on the 60 month state clock and had at least 6 months used in 2012.
- <u>Medicaid</u> is a health care coverage program for eligible Wisconsin residents who are elderly, blind or disabled.
- <u>Minority Business Enterprise (MBE)</u> is a minority-owned business certified by the Wisconsin Department of Administration.
- Non Custodial Parent (NCP) is a parent who is not the custodial parent of a child in a W-2 group.
- Operations Memos (Ops Memos) are memos DCF uses to communicate policy, procedures and CARES changes to contractor staff. http://www.dhs.wisconsin.gov/em/ops-memos/index.htm

- Outgoing W-2 Contractor is the current W-2 Contractor(s) whose contract(s) will end 12/31/2012.
- <u>Paid Employment Position</u> are the W-2 Employment placements that include These placements are also referred to as W-2 Employment Placements. They include Trial Job, Community Service Job, and W-2 Transition placements.
- <u>Paid Placement</u> is a W-2 placement that provides a TANF cash assistance payment to the W-2 assistance group.
- <u>Parent</u> is the biological parent, a person who has consented to the artificial insemination of his wife under s. <u>891.40</u>, a parent by adoption, a man adjudged in a judicial proceeding to be the biological father of a child if the child is a nonmarital child who is not adopted or whose parents do not subsequently intermarry under s. <u>767.803</u>, or a man who has signed and filed with the state registrar under s. <u>69.15 (3) (b) 3.</u> a statement acknowledging paternity.
- <u>Partial Contract Period</u> is a time period that is less than the Contract Period of the current W-2 Contract.
- Participant Group is a cohabiting group that includes custodial parent(s), their dependent children and any children of the dependent children. The W-2 group also includes any non-marital co-parent or any spouse of the individual who resides in the same household as the individual and any dependent children with respect to whom the spouse or non-marital co-parent is a custodial parent. Also referred to as a W-2 Assistance Group.
- <u>Participant</u> is the eligible parent who is placed in a W-2 paid or unpaid placement.
- <u>Participation Period</u> is the time between the 16th of a month and the 15th of the following month. Monthly W-2 benefit amounts are determined based on participation in assigned activities during this timeframe.
- <u>Placement Decision</u> is the decision made by the FEP and eligible parent as to which W-2 placement is most appropriate. Results of the following are considered: informal assessment, educational needs assessment, Barrier Screening Tool, any other vocational or formal assessments. W-2 placements types are ARP, CMC, CMD, CMF, CMJ, CMM, CMN, CMP, CMU, CSJ, CS1, CS2, CS3, TJB, and W-2 T.
- <u>Post Employment Support</u> is intended to help recently employed W-2 eligible parents stay connected to the workforce.
- <u>Program Integrity</u> is the term used to define the Fraud Program functions performed by W-2 agencies to administer the Fraud Program.
- <u>Proposal</u> is the document submitted in response to the Department's Request for Proposals (RFP).
- <u>Proposer</u> is an entity submitting a proposal in response to the Department's RFP.

- <u>Pro-rated CSJ</u> are placements for individuals who are working in unsubsidized employment for less than 30 hours per week and have limitations to increasing their work hours, or obtaining additional job(s). Hours of activities and payments are pro-rated to one of the following three levels:
 - 1/2 Community Service Job (CSJ) is a pro-rated CSJ placement based on part-time (15 19) hours worked in unsubsidized employment and between 11 and 14 hours of assigned work training activities.
 - 1/3 Community Service Job (CSJ) is a pro-rated CSJ placement based on part-time (20-29) hours worked in unsubsidized employment and less than 10 hours of assigned work training activities.
 - 2/3 Community Service Job (CSJ) is a pro-rated CSJ placement based on part-time (< 15) hours worked in unsubsidized employment and assignment to work training activities that combined with unsubsidized employment do not exceed 30 hours per week.</p>
- Refugee Cash Assistance (RCA) and Refugee Medical Assistance (RMA) is a time-limited cash and Medical Assistance Program for newly arrived low income refugees who do not meet W-2 and Medicaid eligibility criteria. RCA is a W-2 Related Program.
- Request for Proposals is the Department's Request for Proposals (RFP) to Administer Wisconsin Works (W-2) and Related Programs, issued by the Department, and the Addenda to the Request for Proposals issued by the Department.
- Resource Specialist is a W-2 agency staff person who initially meets with a W-2 applicant to understand the applicants needs and assist her or him in determining which programs or services are likely to support their efforts to find and maintain employment.
- <u>Scope of Work</u> is the Scope of Work defines W-2 Program and Related Programs requirements. It is Exhibit 3 with this RFP packet.
- <u>Social Security Disability Insurance (SSDI)</u> is a payment program available to disabled individuals who have earned sufficient credits based on taxable work. The program is administered by the Social Security Administration.
- <u>Standard Operating Procedure</u> is a detailed, written instructions to achieve uniformity in the performance of specific W-2 requirements
- State is the State of Wisconsin.
- State Clock is the 60-month clock which includes months when an adult received cash assistance for a TANF program in any state including Tribal TANF. It also includes months when a Trial Job subsidy was paid to an employer who employed a Trial Job participant.

- <u>Subsidized Private Sector Employment (SPSE)</u> is a subsidized work experience placement in which the eligible parent is paid a wage in exchange for work performed. SPSE placements are not currently available.
- <u>Supplemental Security Income (SSI)</u> is a payment program available to low income disabled individuals. The program is administered by the Social Security Administration.
- Systematic Alien Verification for Entitlements (SAVE) is an automated and manual verification process to provide federal, state, and local benefit issuing agencies and institutions with information which will assist them in determining an individual's non-citizen eligibility under Title IV-A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA). The SAVE manual can be found here: http://www.dhs.wisconsin.gov/em/pdf/SAVEManual.pdf
- <u>Temporary Assistance for Needy Families (TANF)</u> is a federal assistance program that provides cash assistance and other services to low income families with dependent children through the United States Department of Health and Human Services.
- <u>Transition Plan</u> is outlines the steps necessary to ensure a seamless transition from the current W-2 Contractor to the new W-2 Contractor.
- <u>Trial Job (TJB)</u> is a subsidized employment placement in the W-2 program. Individuals targeted for a Trial Job have the basic skills, but lack sufficient work experience to meet employer requirements, may be placed in a Trial Job. Through a Trial Job contract, the employer agrees to provide the participant with on-the-job work experience and training in exchange for a wage subsidy. Trial Jobs are expected to result in permanent unsubsidized employment. The employer shall pay the participant a wage comparable to regular employees in similarly classified positions.
- <u>Tribe</u> is a federally-recognized American Indian Tribe or Band located in the State.
- <u>Unpaid Placement</u> is a case management placement that does not provide a cash assistance payment.
- W-2 Administrator is the DFES Administrator.
- W-2 and Related Programs is a comprehensive array of employment and training services including job development and placement, job retention, eligibility determinations for child care, W-2 case management, Job Access Loans, Refugee Cash Assistance, Refugee Medical Assistance, Emergency Assistance, and, the optional program of Contracted Child Care.
- W-2 Applicant is an individual who has applied for W-2 services.
- W-2 Assistance Group is a cohabiting group that includes custodial parent(s), their dependent children and any children of the dependent children. The W-2 group also includes any non-marital co-parent or any spouse of the individual who resides in the same household

- as the individual and any dependent children with respect to whom the spouse or non-marital co-parent is a custodial parent. Also referred to as a Participant Group.
- <u>W-2 Contractor</u> is the Agency awarded the Contract required to perform W-2 and Related Programs services and to implement the W-2 program in a given geographic area.
- <u>W-2 Employment Placements</u> are Trial Job, Community Service Job, W-2 Transition. These placements are all paid. These placements are also called W-2 Employment Positions.
- W-2 Geographical Area is the area determined by the Department for which a Wisconsin Works Contractor will administer Wisconsin Works. Except for federally recognized American Indian reservations and in counties with a population of 500,000 or more, no geographical area may be smaller than one county. A geographical area may include more than one county. The Department need not establish the geographical areas by rule.
- <u>W-2 Help Desk</u> is a team of DCF staff available to answer agency questions related to the CARES systems.
- <u>W-2 Manual</u> is the source for W-2 policy and procedures. <u>http://dcf.wisconsin.gov/w2/manual/default.htm</u>
- W-2 Regional W-2 Coordinator is a DCF Bureau of Regional Operations employee who provides oversight of W-2 contracts, conducts program monitoring, responds to customer complaints, and provides technical assistance to W-2 agencies. W-2 Regional Coordinators are based in regional offices in Madison, Waukesha, Green Bay, Rhinelander and Eau Claire.
- <u>W-2 Transition (W-2 T)</u> is a paid employment position. The W-2 T placement is for individuals who because of employment or family barriers are unable to perform independent, self-sustaining work. Those individuals who are permanently and totally disabled are assisted in applying for and securing federal Supplemental Security Income/Social Security Disability Insurance benefits. W-2 T participants receive a maximum monthly benefit of \$608.
- Web Intelligence (WebI) is a SAP Business Objects software package (Business Objects Web Intelligence XI 3.1. proposed update to version 4 in late 2012, early 2013) that is used to access the data warehouse over the intranet. It provides historic information about various subject areas in the form of reports (Public Documents). This system allows the Contractors to view reports about W-2, W-2 Performance Standards, and Child Care programs and answer business questions relating to program operation. These reports are built from data that is extracted from CARES. WebI is accessed through Internet Explorer 6 and above.
- <u>Wisconsin Shares</u> is Wisconsin's child care subsidy program that helps eligible families pay for child care.

- <u>Wisconsin Work Programs (WWP)</u> will be the new web-based case management tool used to perform enrollment, informal assessments, assignment of activities, employability planning, tracking participation and capturing case management comments. WWP runs on Internet Explorer 8 or higher. This new system is under development and will not be available until sometime after the contract start date.
- <u>Wisconsin Works (W-2)</u> is Wisconsin's welfare replacement program which eliminates entitlement and places the focus on work.
- Women, Infant and Children Program (WIC) provides food items for pregnant women and children under five (5) years of age.
- Workforce Development Area (WDA) is one of eleven areas approved by the Department of Administration for the management of employment and training services.
- Workforce Development Boards (WDB) is the agency responsible for managing the Workforce Investment Act Title I program.
- Workforce Investment Act (WIA) is 1998 federal legislation that establishes the role of the job center systems in the delivery of employment and training programs, including the TANF and FSET programs.
- Working Day is any day of the week except Saturday, Sunday and public holidays.

Exhibit 5: Technical Response Items

REQUEST FOR PROPOSAL (RFP) FOR WISCONSIN WORKS (W2) AND RELATED PROGRAMS RFP # CFB00144

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Family and Economic Security
Bureau of Working Families

Exhibit 5: Technical Response Items and Cost Proposal

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Minority Business Preference

Statement of Economic Interest and Filing Fee

Proposer Checklist

Relevant Contract List

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Form 5:

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Technical Response Items

Submit response under Tab 3 of proposal--as described in section 2.4 of of Exhibit 1 Request for Proposal. Each alphabetical response shall have its own tab 3A-3I. Each tab shall be complete in its response and not reference to other tabs. The entire response to this Exhibit is limited to 100 pages (50 double sided), not including organizational charts, Gantt charts, resumes, position descriptions, and budgets as noted in this document.

A. Organizational Capacity (100 Points)

Qualified Providers are able to demonstrate their ability to administer the W-2 program based on experience administering TANF or similar programs in Wisconsin or in geographic settings comparable to the geographical area(s) the Proposer is seeking to serve in Wisconsin.

- 1. Proposer shall provide a narrative description of its organization, including its areas of expertise and experience relevant to this RFP.
- 2. Proposer shall provide a description of its organizational qualifications and experience to deliver the services sought under this RFP. This description should include the types of services the Proposer has experience providing as well as the geographical settings in which the services were provided. Proposer shall provide a full list of previous contracts for services similar to those sought in this RFP which it has held during the last eight years (dating back to March 2004) and list them in the Form 7 Relevant Contract List. Submit them under Tab 4 as described in section 2.4 of Exhibit 1 Request for Proposal.
- **3.** Proposer shall provide a current organizational chart indicating the number of employees inside and outside of Wisconsin. The current organizational chart shall not include positions which the organization plans to hire in the event they obtain this contract. Proposers shall include this organizational chart as an attachment, label it Attachment 5.A.(Organizational Chart does not count towards 100 page limit.)
- **4.** Proposer shall provide the resumes of the organization's top level strategic management staff. Resumes shall not exceed 2 (two) pages (1 sheet double-sided) and shall identify and describe each individual's position title, experience managing programs, technical knowledge, education, and previous employment history. Proposers shall include the resumes as attachments, label them Attachment 5.B.1, 5.B.2, etc, (Resumes do not count towards 100 page limit.) Proposer shall include, but is not limited to, the staff who perform the following functions:
 - Head of the organization
 - Head of operations
 - Head of finance
 - Head of information technology
- **5.** Proposer shall identify what percentage of its total gross income for calendar year 2011 is from contracts similar to those in this RFP.

B. Transition Plan. (100 Points)

Qualified Proposers shall have a well-qualified, experienced Transition Team, and a transition plan with attainable outcomes that clearly outline the steps necessary to ensure there is no disruption in services to W-2 applicants and eligible parents.

- 1. Proposer shall provide a narrative description of its Transition Team and the functions performed by Transition Team members.
- 2. Proposer shall provide an organizational chart showing how this Transition Team fits into the larger organization. Proposer shall provide this organizational chart as an attachment, label it as Attachment 5.C. (Organizational Chart does not count towards 100 page limit.)
- **3.** Proposer shall provide the resumes of all the Transition Team members. Resumes shall not exceed 2 (two) pages (1 sheet double-sided) and shall describe each individual's position title, experience, technical knowledge, education, and previous employment history. Proposer shall indicate the experience each team member has had working on similar transitions referenced in response item B.6. Proposers shall include the resumes as attachments and label them Attachment 5.D.1, 5.D.2, etc. (Resumes do not count towards 100 page limit.)
- **4.** Proposer shall provide a narrative description of the Proposer's strategy for transitioning from the current W-2 provider(s) to the Proposer. This transition plan shall describe
 - i. How the agency will ensure there is no disruption of services to applicants and eligible parents during the transition, and
 - ii. The Proposer's ability to provide the full scope of services outlined in the RFP by first business day of January 2013. The transition plan shall include but is not limited to a description of how the Proposer will address:
 - Real estate and buildings
 - IT systems
 - Office equipment and furniture
 - Facility subcontracts
 - Service provider subcontracts
 - Staff recruitment
 - Any non-state training on the agency's standard operating procedures and other internal training topics, such as internal communication and organizational culture
 - Access to state provided training including training for automated systems, program policy, and specialized services such as SSI/SSDI advocacy, assessment and job development
 - Communications with current eligible parents, current applicants, potential applicants, partner agencies, and other external stakeholders
 - Assumption of services from the current W-2 provider(s)

- Transfer of cases
- How to ensure high quality services effective on the first day of operation
- How it will carry out quality assurance and management control during the transition.
- 5. Proposer shall complete and attach a Gantt chart with start dates and completion dates for actions and tasks required to fully implement the requirements in the Scope of Work beginning no later than the first working day in January 2013. For each identified action and task, the chart shall show the individuals or organizations responsible, dependencies (actions and tasks which must be completed before subsequent actions and tasks which may be initiated or completed), and milestones (significant dates in the implementation process). Proposers shall attach the Gantt chart, label it Attachment 5.E. (Gantt Chart does not count towards 100 page limit.)
- **6.** Proposer shall identify the most recent three (3) contracts listed on the Relevant Contract List that required a Transition Plan similar in size and scope to the 2013 W-2 Contract. Include only transitions in which the Proposer took over a caseload from another entity. Provide a brief narrative for each contract including the number of clients (participants) transferred to the Proposer during transition and the process by which the cases were transferred. For each contract, identify any problems the Proposer encountered and a description on how the problems were resolved.

C. Service Delivery Model Overview (100 Points)

Each W-2 geographical area has different strengths and challenges. Qualified Proposers shall have an organizational structure, infrastructure plan and network of subcontractors and partners to help the Proposer provide the full range of W-2 services to all applicants and eligible parents in the geographical area in the most effective way possible.

Staffing Plan

- 1. Proposer shall provide a narrative description of the proposed W-2 Contract Team and a detailed staffing plan that will ensure full compliance with the Scope of Work.
- 2. Proposer shall explain the planned organizational structure including an explanation of how it arrived at the structure. For example, include what ratios were used in determining the number of job developers to the estimated caseloads, number of supervisors to case managers, number of administrative support to line operations staff, any other specialized staff such as SSI advocates and any other applicable staffing ratios.
- 3. Proposer shall provide an organizational chart for the proposed contract team. The organizational chart shall clearly identify the number of full-time equivalent (FTE) positions, the number of subcontracted staff FTE positions and the lines of authority of all employees and contracted staff. The organizational chart shall also indicate the proposed office location for each identified staff position. The Proposer shall provide an organization-wide organizational chart that shows how the W-2 Contract Team fits into the Proposer's larger organizational structure. The Proposer shall include this organizational chart as an attachment, label it as Attachment 5.F. (Organizational Chart does not count towards 100 page limit.)

- **4.** Proposer shall provide a detailed position description for each of the program positions on the W-2 Contract Team. The position description shall include the position's scope of authority and reporting relationships. Where multiple positions will have the same position description, such as all job developers, provide a single position description that indicates how many positions will use the same position description. The Proposer shall clearly identify the positions which will have management responsibility for overseeing the implementation of the Scope of Work, their scope of authority including who they supervise or manage, and to whom they report. (Position Descriptions does not count towards 100 page limit.)
- 5. Proposer shall provide the resumes of individuals who are already employed by the Proposer who will perform duties or services under the W-2 Contract. Resumes shall not exceed 2 (two) pages (1 double-sided page) and shall describe each individual's position title, experience, technical knowledge, education, and previous employment history. Proposer shall include these resumes as attachments, label them as Attachment 5.G.1, 5.G.2, etc (Resumes does not count towards 100 page limit.)

Program Delivery and Implementation Plan

- **6.** Proposer shall describe its plan for delivering services to ensure that all requirements outlined in the Scope of Work are met, including accessibility, establishing eligibility, case management and ongoing service delivery.
- 7. The service delivery plan shall include both the proposed administrative offices and any additional satellite office, contracted locations, or shared locations that will provide access points to applicants, eligible parents, and the general public who wish to access the W-2 program. For each proposed service access point, Proposer shall provide:
 - A brief description of the planned location
 - The proposed days and hours of operation
 - The expected number of W-2 Contract Team FTEs or contract staff to be located there
 - A list of the planned services to be provided at that location, and
 - A brief description of the advantages of that location.
- **8.** Proposer shall describe what technologies it plans to use to communicate with and serve applicants and eligible parents, such as video conferencing, web cameras, and faxing documents.
- **9.** Proposer shall describe the challenges it expects to face in this geographical area when attempting to meet program requirements as outlined in the Scope of Work related to accessibility, determine eligibility, case management and service delivery. Proposer shall describe how it will address those challenges to ensure it complies with the requirements outlined in the Scope of Work.
- 10. Proposer shall indicate whether any of the direct or indirect services or administrative oversight/support will be provided by staff located outside of the geographical area or outside of the state. If so, Proposer shall describe how it will assure that services reflect program requirements in the Scope of Work, W-2 Manual, and Administrator and Operations Memos.

Subcontracting

- 11. Proposer shall provide a narrative describing all subcontracting plans, including the names and mailing addresses of any committed subcontractors, their function(s), their service area(s), and a narrative describing the subcontractors' qualifications, years of experience, performance and any other information relevant to why each subcontractor was hired. If the Proposer has plans to subcontract but no subcontractor is yet identified, the Proposer shall provide a description of anticipated subcontractors, their function(s), their service area(s) and criteria the Proposer will use to select the subcontractor. The Proposer shall include the qualifications, years of experience, performance history and any other relevant criteria. All subcontracted functions and staff shall be represented on the Proposer's W-2 Contract organizational chart outlined in response item C.3.
- **12.** Proposer shall identify which, if any, of the subcontracted agencies are a subsidiary, affiliate, parent company or otherwise related to the Proposer. Proposer shall provide a description of the relationship.

Community Resources

- 13. Proposer shall provide a narrative describing its current or planned relationships with the service networks in the area, including but not limited to employers, business organizations, community service agencies, transportation providers, adult education providers and other entities that will assist the Proposer in fulfilling the responsibilities under this contract.
- **14.** Proposer shall describe how it will leverage non-TANF resources to supplement the services provided to W-2 applicants and eligible parents and avoid duplication of services available to applicants and eligible parents outside of W-2.

Program Management

15. Proposer shall describe how it will programmatically provide the full range of W-2 services to the diverse W-2 population. Proposers shall include in their response how their organization will determine which activities are appropriate for each W-2 individual and how their organization will assign activities. (This question is intended to focus on the case management and programmatic aspect of running the W-2 program rather than focus on the logistics of running the program.)

D. Job Attainment (80 Points)

Qualified Proposers effectively describe their approach to helping W-2 applicants and eligible parents in the geographical area achieve economic stability through employment. Qualified Proposers have experience implementing similar approaches in other contracts. Qualified Proposers shall demonstrate innovative approaches in connecting W-2 applicants and eligible parents to long-term, high wage employment that distinguishes them from other organizations performing similar functions. Qualified Proposers present a cohesive staffing plan to ensure that it has an adequate number of qualified staff to successfully implement the Proposer's approach.

For each question below, Proposer shall identify the contracts listed in the Relevant Contract List in which it has matched individuals to available jobs. For each contract, Proposer shall provide a

description of the strategies used in preparing individuals for employment and how it connected individuals to available jobs, identify any required contractual performance standards (goals) for the contracts listed related to connecting low income individuals to available jobs, and provide the level of outcomes the Proposer achieved for those contracted goals.

- 1. Proposer shall provide a detailed description of the strategies used in preparing applicants and eligible parents for employment and how it will match W-2 applicants and eligible parents to available jobs.
- 2. Provider shall provide a detailed description of how it will match W-2 applicants and eligible parents to high wage jobs.
- **3.** Provider shall provide a detailed description of innovative approaches it will use to help working W-2 eligible parents retain employment and advance in employment.
- **4.** Provider shall provide a detailed description of strategies and techniques it will use to connect hard to serve W- 2 applicants and eligible parents to jobs, including but not limited to those who have been on assistance more than 24 months, have multiple barriers to employment, or are required to care for a disabled family member.
- 5. Proposer shall identify the number of FTEs needed to meet the expectations outlined in response items D1.- D4. Proposer shall identify the qualifications needed in each identified position. These positions should be clearly identified on the project organizational chart required in response item C3. If the services are provided by a subcontractor, the subcontractor should be clearly identified on the project organizational chart required in response item C3 and the details regarding that subcontractor should be outlined in response items D1.- D.4.

E. SSI/SSDI Advocacy (60 Points)

Qualified Proposers effectively describe their approach to helping eligible parents on W-2 who are or who become permanently and totally disabled to successfully apply for and receive SSI/SSDI benefits from the Social Security Administration. Qualified Proposers have had experience implementing similar approaches in other contracts. Qualified Proposers shall present a cohesive staffing plan to ensure that it has an adequate number of qualified staff to successfully implement the Proposer's approach.

For each question below, Proposer shall identify the contracts listed in the Relevant Contract List in which it provided SSI/SSDI advocacy services. For each contract, Proposer shall provide a description how the Proposer assisted individual to apply for SSI/SSDI, identify any required contractual performance standards (goals) for the contracts listed related to assisting parents to apply for SSI/SSDI, and provide the level of outcomes the Proposer achieved for those contracted goals.

- 1. Proposer shall provide a detailed description of how it will identify if and when eligible parents on W-2 are appropriate to apply for SSI/SSDI.
- 2. Proposer shall provide a detailed description of how it plans to help eligible parents on W-2 apply for and be determined eligible for SSI/SSDI and the specific services it will provide to support efforts to become eligible for SSI/SSDI.

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- **3.** Proposer shall describe the services it will provide and W-2 activities it will assign to eligible parents on W-2 who are applying for SSI/SSDI.
- **4.** Proposer shall identify the number of FTEs needed to meet the expectations outlined in response items E.1.- E.3. Proposer shall identify the qualifications needed in each identified position. These positions should be clearly identified on the project organizational chart required in response item C3.
- **5.** If some or all of the services are provided by a subcontractor, the subcontractor should be clearly identified on the project organizational chart required in response item C3 and the details regarding that subcontractor should be outlined in response item E.1.- E.3.
- **6.** If some or all of the services are being provided by a partner agency, meaning an outside organization with which the Proposer does not have a formal subcontract, the Proposer shall provide a description of the services provided by the partner agency and a narrative explaining why this partner agency is in the best position to provide the services. Position qualifications are not required for individual partner agency staff; however, the proposer shall clearly describe the partner agency's organizational capacity.

F. Meeting Federal Temporary Assistance for Needy Families Work Participation Rates (60 Points)

Qualified Proposers shall have a thorough understanding of the Federal Work Participation Rate requirements and how they interact with W-2 policy. Qualified Proposers shall describe a well thought out plan for how they will meet Wisconsin's required WPR of 50% for all families and 90% for two-parent families for each contract year.

For each question below, Proposer shall identify the contracts listed in the Relevant Contract List in which it met Work Participation Rates. For each contract, Proposer shall provide a description how the Proposer met Work Participation Rates, identify any required contractual performance standards (goals) for the contracts listed related to meeting Work Participation Rates, and describe the level of outcomes the Proposer achieved for those contracted goals.

- 1. Proposer shall describe how it will meet federal Work Participation Rates.
- 2. Proposer shall describe in detail its procedures to manage documentation as required to comply with the W-2 Work Verification Plan and to ensure that documentation for each activity meets Federal requirements.

G. Refugee Service Delivery Plan (60 Points)

Qualified Proposers are able to determine refugee eligibility for the W-2 program, Refugee Cash Assistance and Refugee Medical Assistance (RMA), as well as effectively administer the Refugee Cash Assistance benefits program. Qualified Proposers are well-connected to the local area service provider which issues Medicaid (Badger Care) and RMA-eligibility cards in order to confirm new or continued eligibility for RMA benefits without an additional eligibility determination should a refugee enter employment during the RMA eligibility period. In addition, Qualified Proposers are able to effectively serve qualified refugees in the W-2 program. Qualified Proposers have experience serving this

population in other contracts. Qualified Proposers present a cohesive staffing plan to ensure that it has an adequate number of qualified staff to successfully implement the proposed approach.

For each response area below, Proposer shall identify the contracts listed in the Relevant Contract List in which it provided Refugee Cash Assistance and Refugee Medical Assistance services in that response area. For those contracts listed on the Relevant Contract List, Proposer shall provide a description of how the Proposer provided Refugee Cash Assistance and Refugee Medical Assistance services, describe its required contractual performance standards (goals) for the contracts listed in the Relevant Contract List related to providing Refugee Cash Assistance and Refugee Medical Assistance services, and describe the level of outcomes the Proposer achieved for those contracted goals.

- 1. Proposer shall provide a detailed description of how it will serve refugees enrolled in the W-2 program, including how it will match refugees to available jobs and follow-up with refugees to ensure and measure job retention at 90 days following the date of job entry. Proposer shall describe how it will report to the State Refugee Coordinator's office on these performance measures.
- **2.** Proposer shall provide a detailed description of how it will administer the Refugee Cash Assistance program.
- 3. Proposer shall provide a narrative describing its participation or planned participation in networks in the Region related to serving refugees, including but not limited to voluntary resettlement agencies, refugee employment and training providers, employers, community service agencies, RMA/MA administration agencies; transportation providers, English as a Second Language providers and other adult education providers or other entities that will assist the Proposer in fulfilling the responsibilities under this contract.
- **4.** Proposer shall identify the number of FTEs needed to meet the expectations outlined in this section. Proposer shall identify the qualifications needed in each identified position. These positions should be clearly identified on the project organizational chart in C3.
- **5.** If the services are provided by a subcontractor, the subcontractor shall be clearly identified on the project organizational chart in C3.
- **6.** If some or all of the services are being provided by a partner agency, meaning an outside organization with which the Proposer does not have a formal subcontract, the Proposer shall provide a description of the services provided by the partner agency and a narrative explaining why this partner agency is in the best position to provide the service. Position qualifications are not required for individual partner agency staff; however, the Proposer shall clearly describe the partner agency's organizational capacity.

H. Quality Management Plan (60 Points)

Qualified Proposers shall have a well thought out quality management process that begins with Standard Operating Procedures (SOP). The SOP shall include a plan for continuous internal monitoring with a defined process to make quality improvements based on the results of internal monitoring.

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- 1. Proposer shall describe its process for developing Standard Operating Procedures (SOPs) for this contract and how those SOPs will be communicated to staff. Note: SOPs must be approved by the DCF Regional Manager prior to implementation.
- 2. Proposer shall describe its internal monitoring process, including what activities it monitors, which staff members will perform the monitoring activities, what standards or processes it uses to identify problems, and how it determines an appropriate response to problems.
- **3.** Proposer shall describe its plan to use information gathered from the internal monitoring process to make improvements.
- **4.** Proposer shall describe what steps it will take when a deficiency, error or other exception to accepted practice is identified.
- 5. Proposer shall give examples from past contracts identified in the Relevant Contract List describing how a deficiency was identified and what the Proposer did to correct that deficiency.

I. Budget Appropriateness (80 Points) (Program budget does not count towards 100 page limit.)

This section describes the requirements to be addressed by Proposers in preparing the proposed budget. The Proposer shall submit a separate budget for each proposal submitted. (In the event, that a Proposer wins more than one geographical area, alterations to the budget are expected to reflect economies of scale and sharing executive, management and support staff across multiple geographical areas.) Proposers shall submit a budget outlining their staffing and program service costs proposed under this contract for each of the 4 (four) years. These annual budgets are reviewed for technical purposes, and are not considered a component of the cost proposal. The State reserves the right to review all aspects of the Program Budget Proposal for reasonableness and to request clarification of any proposal where the budget component shows significant and unsupported deviation from program standards.

- 1. Proposers shall complete a budget sheet according to the directions provided.
- 2. Proposers shall submit a budget narrative attached to each budget sheet, providing a thorough and clear explanation of all projected budget costs. The narrative must follow the same sequence as the line item budgets and include an explanation of the method of allocating costs for any joint or shared budget item. This includes but is not limited to an explanation of what staffing ratios were used in determining the number of full-time equivalents (FTEs) the Proposer believes is necessary to provide the services described in this RFP.
- **3.** Proposers shall include the budget sheet and narrative as four separate attachments.

Budget Proposal Worksheet and Instructions

Proposers shall complete the attached annual budget sheets for each of the four years of the proposed contract following the guidelines outlined below. Contractors shall include all costs on an annual basis. Contractors shall estimate costs based on existing agency practices, other best practices or market costs associated with the specific budget item.

WAGES AND FRINGE

- 1. Wages: shall include annual wage amounts for all direct service staff
- 2. *Fringe:* shall include the costs of all fringe benefits associated with direct service staff (e.g. Medical, dental, 401k)
- 3. Total Wages and Fringe: shall include all direct staff costs

OPERATING COSTS

- 4. *Travel:* shall include employee travel to meetings, training, and activities related to job development and provision of applicant/participant services
- 5. *Office Administration:* shall include costs for operating an office e.g. Postage, copier rental, signage, janitorial costs and security
- 6. *Supplies:* shall include the costs of employee supplies
- 7. **Printing:** shall include the costs of printing mailers, paper etc.
- 8. *Occupancy:* shall include the costs of rent/lease/mortgage, utilities, and taxes
- 9. *IT/Telecom*: shall include all telephone and IT costs
- 10. *Insurance*: shall include the cost of liability and other required insurance

PROGRAM COSTS

- 11. *Training (employee):* shall include the costs of employee training, including conferences, seminars etc.
- 12. *Other Operating Costs:* shall include costs not listed above that are needed for the operation of the program as outlined in the RFP. Please list the item and associated annual cost
- 13. *Total Operating Costs:* shall include the total of all Operating Costs
- 14. *Training (program):* shall include all costs associated with customized/non-customized training of eligible parents
- 15. *Educational Costs:* shall include any costs associated with provision of educational services including material, rental costs or other educational supplies (staff providing educational services shall be listed in direct wages or under subcontracts)
- 16. *Transportation:* shall include participant transportation costs (e.g. bus passes, gas vouchers)
- 17. *Assessments:* shall include tools and supplies associated with assessments, costs of formal assessments if not covered by Medicaid, and vocational assessments.

- 18. *Tools/Books/Supplies:* shall include all other tools, books and supplies for use by applicants and eligible parents in workshops, independent activities or other assignments
- 19. *Trial Jobs:* shall include the cost of the employer subsidies for a Trial Job participant
- 20. *Retention:* shall include the cost of gift cards, retention club supplies and/or material or other non-direct staff costs associated with the Contractors retention program
- 21. *Support Services:* shall include emergency payments and support service payments for work tools, work clothes or other participant support service needs as determined by the Contractor
- 22. *Subcontracts:* shall include the name, address, subcontracted service description and estimated amount of subcontracted service.
- 23. *Other Program costs:* shall include a list and total cost for any other costs associated with providing services under this RFP
- 24. *Workers Compensation:* shall include an estimated annual cost for the coverage of workers compensation insurance for eligible parents engaged in work experience activities
- 25. *Total Program Costs:* shall include the total costs for program administration

DEPRECIATION

Shall include the annual allocation of the expense for furniture, equipment or other capital assets based on the assets cost over it useful life

INDIRECT COSTS

Shall include all indirect personnel and administrative costs associated with this contract

TOTAL COSTS. Include all costs included for performing this program as defined by the RFP

Attachment 5.I.1. 2013 Proposed Annual Budget

WAGES AND FRINGE	
Wages (Number of FTE)	\$
Fringe	\$
Total Wages and Fringe	\$
OPERATING COSTS	
Travel	\$
Office administration	\$
Supplies	\$
Printing	\$
Occupancy	\$
IT/Telecom	\$
Insurance	\$
Training (employee)	\$
Other Operating Costs	\$
Total Operating Costs	\$
PROGRAM COSTS	
Training (program)	\$
Educational costs	\$
Transportation	\$
Assessments	\$
Tools/Books/Supplies (participant)	\$
Trial Jobs	\$
Retention (e.g. gift cards)	\$
Support Services	\$
Subcontracts	\$
Other program costs	\$
Workers Compensation	\$
Total Program Costs	\$
	ф
DEPRECIATION	\$
Induced Coope	¢
Indirect Costs	\$
Omyrop Cogng (pypy 4 yy)	Φ.
OTHER COSTS (EXPLAIN)	\$
Tomas Cogres	¢
TOTAL COSTS	\$

Attachment 5.I.2. 2014 Proposed Annual Budget

WAGES AND FRINGE	
Wages (Number of FTE)	\$
Fringe	\$
Total Wages and Fringe	\$
OPERATING COSTS	
Travel	\$
Office administration	\$
Supplies	\$
Printing	\$
Occupancy	\$
IT/Telecom	\$
Insurance	\$
Training (employee)	\$
Other Operating Costs	\$
Total Operating Costs	\$
PROGRAM COSTS	
Training (program)	\$
Educational costs	\$
Transportation	\$
Assessments	\$
Tools/Books/Supplies (participant)	\$
Trial Jobs	\$
Retention (e.g. gift cards)	\$
Support Services	\$
Subcontracts	\$
Other program costs	\$
Workers Compensation	\$
Total Program Costs	\$
DEPRECIATION	\$
DEIRECIATION	Ψ
Indirect Costs	\$
OTHER COSTS (EXPLAIN)	\$
TOTAL COSTS	\$

Attachment 5.I.3. 2015 Proposed Annual Budget

WAGES AND FRINGE	
Wages (Number of FTE)	\$
Fringe	\$
Total Wages and Fringe	\$
OPERATING COSTS	
Travel	\$
Office administration	\$
Supplies	\$
Printing	\$
Occupancy	\$
IT/Telecom	\$
Insurance	\$
Training (employee)	\$
Other Operating Costs	\$
Total Operating Costs	\$
PROGRAM COSTS	
Training (program)	\$
Educational costs	\$
Transportation	\$
Assessments	\$
Tools/Books/Supplies (participant)	\$
Trial Jobs	\$
Retention (e.g. gift cards)	\$
Support Services	\$
Subcontracts	\$
Other program costs	\$
Workers Compensation	\$
Total Program Costs	\$
DEPRECIATION	\$
Indirect Costs	\$
OTHER COSTS (EXPLAIN)	\$
TOTAL COSTS	\$

Attachment 5.I.4. 2016 Proposed Annual Budget

WAGES AND FRINGE	
Wages (Number of FTE)	\$
Fringe	\$
Total Wages and Fringe	\$
OPERATING COSTS	
Travel	\$
Office administration	\$
Supplies	\$
Printing	\$
Occupancy	\$
IT/Telecom	\$
Insurance	\$
Training (employee)	\$
Other Operating Costs	\$
Total Operating Costs	\$
PROGRAM COSTS	
Training (program)	\$
Educational costs	\$
Transportation	\$
Assessments	\$
Tools/Books/Supplies (participant)	\$
Trial Jobs	\$
Retention (e.g. gift cards)	\$
Support Services	\$
Subcontracts	\$
Other program costs	\$
Workers Compensation	\$
Total Program Costs	\$
	Φ.
DEPRECIATION	\$
	Φ.
Indirect Costs	\$
OTHER COSTS (EXPLAIN)	\$
	Φ.
TOTAL COSTS	\$

Form 1

Agency Identification (Required)

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

Instructions: Please print or type in all spaces except signature.

Name – Agency			Contract Po	eriod
Address – Agency (Both street and post office box, city, state and zip code)				
FEIN		D and B Num	ber	
Proposed Geographical Area (Check only 1 (one) area.) BOS Northwest BOS North-Central BOS Northeast BOS Western BOS Southwest BOS Southeast Milwaukee Northern Area Milwaukee East-Central Area Milwaukee Southern				_
Agency Type (Check all t	hat apply.)			
☐ Government ☐ County ☐ Tribe	☐ Private ☐ For Profit ☐ Not-for-Profit	☐ Corporation☐ Individ☐ Sole☐ Proprietorship	ual	☐ Partnership☐ General☐ Limited☐
☐ Consortium	☐ Other – Specify: artner Agency (if applicable)			
Name(s) – Consortium, F	artifer Agency (ii applicable)			
Agency Fiscal Year (Check one) ☐ Calendar ☐ Other through				
Proposer Agency Personnel		I		
Name – Director		Title		
Mailing Address				
Email Address		Telephone Nu	ımber	Fax Number
Name – Person Responsible for Day-to-Day Operations of Program		Title	·	
Mailing Address				
Email Address	Telephone Nu	ımber	Fax Number	
Name - Chief Financial (Officer	Title	1	

Mailing Address			
Email Address	Telephone Numb	er	Fax Number
Name – Person Responsible for Fiscal Day-to-Day Operations (if other than Chief Financial Officer)	Title		
Mailing Address			
Email Address	Telephone Numb	er	Fax Number
Name – Proposed W-2 Agency Contract Manager (will be named as W-2 Agency Contract Manager in the W-2 contract)	Title		
Mailing Address			
Email Address	Telephone Numb	er	Fax Number
Name – Person to Whom Contracts and Related Documents are to be Sent (if other than W-2 Agency Contract Manager)	Title		
Mailing Address	I		
Email Address	Telephone Numb	er	Fax Number
Name – Person Responsible for Equal Opportunity / Civil Rights Compliance (including Affirmative Action and Limited English Proficiency)	Title		
Mailing Address			
Email Address	Telephone Numb	er	Fax Number
The Proposer agency shall submit any revisions to the information on this form with ten (10) business days to the department contract manager.			
Name – Agency Director or Designee (If Designee, atta	ach Designee Auth	orization	n)
SIGNATURE –Agency Director or Designee		Date S	igned

Form 2

Affidavit of Fair Competition (Required)

Please Print or Type in all Spaces except Signature.	
Agency Name for Capacity Response Items	Contract Period
In signing this form we certify that we have not, either directly or indirect agreement or participated in any collusion or otherwise taken any action trade; that no attempt has been made to induce any other person or firm submit a proposal; that this Proposal has been independently arrived at any other W-2 agency, except for forming a consortium; that the above under penalty of perjury.	n in restraint of free n to submit or not to without collusion with
In signing this form we also certify that no relationship exists between o department that interferes with fair competition or is a conflict of interest exists between our agency and another person or organization that con interest with respect to a State contract.	t, and no relationship
We will comply with all terms, conditions, and response items required to Administer W-2 and Related Programs, including the Department's P and the terms of our approved Proposal/Plan.	•
Agency Director Name or Designee (If designee, attach Designee Auth	 norization)
g , and a second confidence confi	- /
Signature – Agency Director Name or Designee	Date of Signature
	/ /

DCF-F-2821-E (N. 04/2012)

Form 3

Designation of Confidential and Proprietary Information (Optional)

Please print or type in all spaces except signature.				
Agency Name for Capacity Response Items	Contract Period			

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) of the Wisconsin Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

<u>Prices always become public information when contracts are awarded, and therefore cannot be kept confidential.</u>

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in section 134.90(1)(c) of the Wisconsin Statutes as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

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

We request that the following pages not be released:

Section	Page #	Topic
Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

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

Agency Director Name or Designee (If designee, attach Designee Authorization)		
Signature – Agency Director Name or Designee	Date of Signature	

Minority Business Preference

Indicate below if claimir	ng a Minority Business Preference.	
In order to claim M	s Preference (section 16.75(3m) of the Wisconsin inority Business Preference, your agency must be If you have questions concerning the certification process.	certified by the Wisconsin Department
	Wisconsin Department of Administration 201 West Washington Avenue Madison, Wisconsin 53707 (608) 261-2510.	
	s except signature space.	
Agency Director Nam	e or Designee (If designee attach Designee Author	rization)
Signature – Agency [Director or Designee	
Agency Name		Date of Signature

Form 5

Proposer Checklist

(Required, submit this completed form under Tab 1; see section 2.4 for instructions)

NAME - PROPOSER:		

Proposers are required to submit this checklist with your response.

This checklist identifies each section or subsection of this RFP that requires a response. The section and subsections are listed and column headings are included which allow for positive and negative responses plus appropriate explanations. The proposer shall place an "X" under the **columns** that represents your response. All negative responses should be explained on separate pages attached to this checklist. Each explanation shall reference the related section or subsection.

RFP Section	Content	Content Acknowledged,	Requested	No December	
or	Acknowledged and	but not Acceptable	Information	No Response Required	Clarifying Information Included
Subsection	Accepted	(Explanation Included)	Included	_	
1.0				X	
1.1					
1.2					
1.3					
1.3.1					
1.3.2					
1.3.3					
1.3.4					
1.4					
1.4.1					
1.4.2					
1.4.3					
1.4.4					
1.5					
1.5.1					
1.6					
1.7					
1.8					
1.9					
1.10					
1.11					
1.11.1					
1.11.2					
1.11.3					
1.11.4					
1.11.5					
1.11.5.1					
1.11.5.2					
1.11.5.3					
1.11.5.4					
1.11.6					
1.12					
1.13					
2.0				X	
2.1				^	
2.2					
2.3					
2.4					-
2.5					
2.0					
2.6				V	
3.0				X	<u> </u>
3.1					
3.2					

Page 24 of 27

DED 0 11			1 5	1	Page 24 of 27
RFP Section or	Content Acknowledged and	Content Acknowledged, but not Acceptable (Explanation Included)	Requested Information	No Response Required	Clarifying Information Included
Subsection	Accepted	(Explanation Included)	Included	Required	Iliciaaea
3.3					
3.4					
3.5					
3.6					
3.7					
3.8					
3.9					
3.10					
3.11					
4.0					
5.0				Х	
5.1					
5.1.1					
5.1.2					
5.1.3					
5.2					
5.3					
5.4					
6.0					
6.1					
6.2					
Exhibit 3-				X	
SOW					
l.				X	
I.A.					
I.B.					
I.C.				V	
II.				X	
II.A. II.B.					
II.C.					
II.D.					
II.E.					
II.F.					
II.G.					
II.H.					+
II.I					+
II.J.					
II.K.					+
II.L.					
II.M.					
II.N.					
III.				X	
III.A.				^	
III.B.				+	
III.C.					
III.D.				+	
IV.				X	
IV.A.				^	
IV.B.				+	
IV.C.					
IV.D.					
IV F					
IV.E. V.				X	
V.A.					<u> </u>
V.B.					
V.C.					
V.D.				+	
VI.				+	
VII.					
v II.			1	1	

Form 6

W-2 Statement of Economic Interests

(Required for Private Agencies)

	ntifying Information					
Agency	/ Name		Agency Federal Id	dentification Number		
Addres	s (Street, City, State, Zip Code)					
Name -	- Contact Person (Last, First, MI)	Title		Telephone Number		
2. Ec	onomic Interests Disclosure and \$50.00 F	iling Fee				
Ple	ease indicate by					
	Listing your assets, liabilities and so audited financial statements). Listing all of your other clients and d					
	Listing all your subsidiaries, affiliates and parent companies, if any.					
	Including, as specified in Wisconsin	Statute 49.143((1)(ac) 2., a \$50.00 p	roposal filing fee.		
l c an inf the	er Information and Verification ertify that I have used all reasonable dilige d belief the information provided is accura ormation or make decisions for this entity e persons responsible for providing inform e laws of the State of Wisconsin that the fo	ate and complet and/or that I ha ation or making	e. I certify that I am we been designated decisions. I certify the	authorized to provide in writing to act as an agent for under penalty of perjury under		
gnature –	- Agency Director or Designee		Date Si	igned		
nt Name			Title			
Please	submit information or direct any question	s to:				
	a Champion	J 10.				
Wiscor 201 E.	usin Department of Children and Families Washington Avenue - PO Box 8916 on, WI 53708-8916		ion@wisconsin.gov 66-3804			

\$50.00 Filing Fee and Statement of Economic Interests Form Instructions

Wisconsin Law (State Statutes 49.143 (1)(ac) 1 and 49.143(1)(ac) 3)requires that Private W-2 Contract Agencies (W-2 Agencies other than County or Tribal Agencies) submit a Statement of Economic Interests (Form DCF-F-139-E) and a \$50.00 proposal filing fee along with their initial application to administer W-2 funds. After the first year of the contract, Private W-2 Contract Agencies are required to provide an updated Statement of Economic Interests (Form DCF-F-139-E) and a \$50.00 filing fee. Annually after the second year the Private W-2 Agencies are required to provide an updated Statement of Economic of Interests form.

Private W-2 Contract Agencies that submit a bid or proposal for a W-2 contract to the Division of Family and Economic Security (DFES) through a competitive process are required to include a filing fee of \$50.00 and a Statement of Economic Interests (Form DCF-F-139-E) with their application in accordance with s.49.143(1) (ac) 1. For the purposes of this policy, a competitive process includes, but is not limited to, the RFP. Payment should be in the form of a check made payable to "**Department of Children and Families**".

The Statement of Economic Interests will be reviewed by DFES. Agencies will be notified within 30 days after receipt of any required actions necessary to resolve problems identified. These polices do not apply to counties or tribes under s. 46.21, 46.22 or 46.23.

Page 27 of 27

Relevant Contract List

Duplicate this form as needed for additional relevant contracts.

Submit this completed form under Tab 4 of proposal; see sections 2.5 of the RFP Text (Exhibit 1) for instructions.

Name - Proposer:

Use this form to respond to the requirements in Exhibit 5: Response Items. Provide company name, address, contact person, telephone number, and appropriate information on the product(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references.

Contract Title				
Name – Contracting Organization				
Name – Contact	Telephone Number – Contact			
Mailing Address – Contact (Include Zip Code + 4)	I			
Email Address – Contact				
Total Award Amount	Contract Dates			
Average Number of Persons Served Per Month Yes Included Transition of Services				
If contract ended earlier than original award dates, please explain	n.			
Funding Sources TANF Non-TANF (List source):				
Descriptive Information of Contract (Check all that ap	ply.)			
50,000)	Area (pop. 50,000 – 500,000)			
	High Wage Job Attainments ee Services Work Participation Rates			
Populations Served: Low income Long-term participants Other at-risk populations – Describe:	Difficult to employ			
Yes Contract Included Outcome Performance Expectation	s. If "Yes", describe in your response item(s) narrative.			

Exhibit 6: Cost Proposal

REQUEST FOR PROPOSAL (RFP)
FOR
WISCONSIN WORKS (W2) AND RELATED PROGRAMS
RFP # CFB00144

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Family and Economic Security
Bureau of Working Families

COST PROPOSAL

Proposer Response Required - Submit only the pages for the geographical area(s) proposed.

The Cost Proposal must be submitted in its own sealed envelope, and placed within the original RFP response package. See RFP Section 2.4 for instructions on how to submit the cost proposal.

This section describes the requirements proposers must address in preparing their Cost Proposal(s). A separate Cost Proposal must be submitted for each geographical area. The Cost Proposal includes two parts: 1. A proposal for the capitated amount and 2. a proposal for the perormance outcomes. The combination of the two parts shall support all W-2 services defined in the RFP with the exclusion of Emergency Assistance payments, Contracted Child Care, and Refugee Services payments and administration.

The Cost Proposal for the capitated amount will include a price per case open at any time during the previous month. DCF has set target caseload enrollment numbers and the target capitated rate.

The Cost Proposal for performance outcomes shall include the 1. outcome numbers that the proposer believes it can achieve, either at, below or above the set targets and 2. a price per outcome. DCF has set performance expectations (targets) for each performance outcome and has set corresonding target payment amounts. The funds allocated by the Department to cover each area for these two payment types are sum certain; but there is flexibility to encourage increased attainment of outcomes. See Request for Proposal Section 5.

All shaded cells shall be completed. No other cells may be changed or your proposal shall be rejected.

Geographical Area:	Milwaukee (No	orthern)	Note: submit this pa	ge only if proposing i	n <u>this</u> geographical ar	ea.
Proposer Name:						
All shaded cells shall be con	npleted. No other ce	ells may be changed	or your proposal s	shall be rejected.		
Capitation Instructions:	receive 50% of the m quantity and/or capita enrollment quantity o	pt the Department's ta naximum points define ated amount. Howeve or the lower their capit he budget cannot exce	ed in section 3.6. Alto r, they will receive po ated price proposed	ernatively, the contractor roportionately more e	tors may propose the valuation points the hi	ir own enrollment gher their
NOTE: Cost proposals that e	exceed the Maximum	Capitated Budget v	vill be rejected.			
Capitation Rate	Target Yearly Enrollment Quantity 39.475	Proposer Enrollment Quantity	DCF Target Capitation Amount \$132.00	Proposer Capitation Amount	Maximum Capitation Budget (60% of Total Budget) \$5,301,489.46	Proposer Capitation Budget #VALUE!
Сарпаноп Кане	39,473		ψ132.00	Ψ	\$5,301,469.46	#VALUE:
Performance Outcome Calculation Instructions:	are further defined to employers. The Job outcomes are cumula Proposers may acce maximum points defi scores will be calcula	performance outcome o concentrate perform: Attainment, Long Ter ative in that it is possil pt the Departments or ined in the evaluation ated using defined for r proposal is compare	ance pay on outcome m Participant, High ble for a single job to utcome targets and p section. If the Propo mulas and the Propo	es that add the most v Wage Job Attainmen o meet all four perform price targets for which user selects to propos oser will either gain po	value to W-2 custome t, and Job Retention pance outcomes. In they will receive 50% their own price and/	rs – job seekers and performance of the weighted for quantity those
Performance Outcomes (RFP Section 1.11.5.4) Job Attainment (1.11.5.4.a) Long Term Participant (1.11.5.4.b.) High Wage Job (1.11.5.4.c) Job Retention (1.11.5.4.d) SSI/SSDI Attainment (1.11.5.4.e)	DCF Target Yearly Quantity 809 216 188 944 162	Proposer Outcome Quantity	DCF Target Cost \$1,250.00 \$1,000.00 \$750.00 \$2,000.00	\$ \$	Total Target Parformance Outcome Budget \$1,011,250.00 \$216,000.00 \$141,000.00 \$1,888,000.00	Proposer Performance Outcome Budget #VALUE! #VALUE! #VALUE! #VALUE!
				Total Performance Outcome Budget		#VALUE!
NOTE: Total proposed costs	that exceed the Max	kimum Total Budget	will be rejected.		TOTAL PROPOSED BUDGET	#VALUE!

Geographical Area:	Milwaukee (W	est Central)	Note: submit this page	ge only if proposing in	this geographical are	a.
Proposer Name:						
All shaded cells shall be con	npleted. No other ce	lls may be changed	or your proposal sl	hall be rejected.		
Capitation Instructions:	receive 50% of the magnetity and/or capital quantity or the lower	naximum points define ated amount. Howeve	ed in section 3.6. Alter, they will receive proposed as defined in	ernatively, the contractoportionately more evaluately	payment amount for waters may propose thei aluation points the higombined capitated amounts in the higombined capitated amounts in the second	ir own enrollment her their enrollment
NOTE: Cost proposals that e	xceed the Maximum	Capitated Budget w	vill be rejected.		Maximum	
	· · · · · · · · · · · · · · · · · · ·	Proposer Enrollment Quantity	DCF Target Capitation Amount	Proposer Capitation Amount		Proposer Capitation Budget
Capitation Rate	39,475.00		\$132.00	\$	\$5,301,489.46	#VALUE!
Performance Outcome Calculation Instructions:	are further defined to employers. The Job	concentrate performa	ance pay on outcome m Participant, High V	es that add the most v Wage Job Attainment,	outcomes. These perfalue to W-2 customer, and Job Retention polance outcomes.	s – job seekers and
	maximum points defi scores will be calcula	ined in the evaluation	section. If the Proposition	ser selects to propose ser will either gain poi	they will receive 50% e their own price and/onts in the evaluation o	or quantity those
Performance Outcomes (RFP Section 1.11.5.4) Job Attainment (1.11.5.4.a)	DCF Target Yearly Quantity 809	Proposer Outcome Quantity	DCF Target Cost \$1,250.00	Price	Parformance	Proposer Performance Outcome Budget #VALUE!
Long Term Participant (1.11.5.4.b.) High Wage Job (1.11.5.4.c) Job Retention (1.11.5.4.d)	216 188 944		\$1,000.00 \$750.00 \$2,000.00	\$	\$216,000.00 \$141,000.00 \$1,888,000.00	#VALUE! #VALUE! #VALUE!
SSI/SSDI Attainment (1.11.5.4.e)	162		\$1,250.00	\$	\$202,500.00	#VALUE!
				Total Performance Outcome Budget		#VALUE!

NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected.

TOTAL PROPOSED BUDGET

#VALUE!

Geographical Area:	Milwaukee (Ea	ast Central)	Note: submit this pa	ge only if proposing in	n <u>this</u> geographical ar	ea.
Proposer Name:						
All shaded cells shall be com	pleted. No other ce	lls may be changed	or your proposal sl	hall be rejected.		
Capitation Instructions:	Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$8,835,815.					
NOTE: Cost proposals that ex	xceed the Maximum	Capitated Budget w	rill be rejected.		Maximum	
Capitation Rate	Target Yearly Enrollment Quantity 39,475.00	Proposer Enrollment Quantity	DCF Target Capitation Amount \$132.00	Proposer Capitation Amount	Capitation Budget (60% of Total Budget) \$5,301,489.46	Proposer Capitation Budget #VALUE!
	·				•	
Performance Outcome Calculation Instructions:	are further defined to employers. The Job	performance outcome concentrate performa Attainment, Long Ter ative in that it is possil	nce pay on outcome m Participant, High \	s that add the most www.	value to W-2 custome t, and Job Retention	rs – job seekers and
	maximum points defi scores will be calcula	of the Departments of ned in the evaluation ited using defined form r proposal is compare	section. If the Propos nulas and the Propos	ser selects to propos ser will either gain po	e their own price and/	or quantity those
Performance Outcomes (RFP Section 1.11.5.4) Job Attainment (1.11.5.4.a)	DCF Target Yearly Quantity 809	Proposer Outcome Quantity	DCF Target Cost \$1,250.00	Proposer Outcome Price	Total Target Parformance Outcome Budget \$1,011,250.00	Proposer Performance Outcome Budget #VALUE!
Long Term Participant (1.11.5.4.b.) High Wage Job (1.11.5.4.c) Job Retention (1.11.5.4.d)	216 188 944		\$1,000.00 \$750.00 \$2,000.00	\$	\$216,000.00 \$141,000.00 \$1,888,000.00	#VALUE!
SSI/SSDI Attainment (1.11.5.4.e)	162		\$1,250.00	\$	\$202,500.00	#VALUE!
				Total Performance Outcome Budget		#VALUE!
					TOTAL PROPOSED	

W-2 2013 RFP # CFB00144 Exhibit 6. Cost Proposal

Geographical Area: Milwaukee (Southern) Note: submit this page only if proposing in this geographical area. Proposer Name:

All shaded cells shall be completed. No other cells may be changed or your proposal shall be rejected.

Capitation Instructions:

Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$8,835,815.

NOTE: Cost proposals that exceed the Maximum Capitated Budget will be rejected.

				Maximum Capitation Budget	
Target Yearly	Proposer	DCF Target	Proposer Capitation	(60% of Total	Proposer Capitation
Enrollment Quantity	Enrollment Quantity	Capitation Amount	Amount	Budget)	Budget
39,475.00		\$132.00	\$	\$5,301,489.46	#VALUE!

Performance Outcome Calculation Instructions:

Capitation Rate

DFES has identified performance outcomes that represent high value W-2 program outcomes. These performance outcomes are further defined to concentrate performance pay on outcomes that add the most value to W-2 customers – job seekers and employers. The Job Attainment, Long Term Participant, High Wage Job Attainment, and Job Retention performance outcomes are cumulative in that it is possible for a single job to meet all four performance outcomes.

Proposers may accept the Departments outcome targets and price targets for which they will receive 50% of the weighted maximum points defined in the evaluation section. If the Proposer selects to propose their own price and/or quantity those scores will be calculated using defined formulas and the Proposer will either gain points in the evaluation or lose points in the evaluation when their proposal is compared to the Department targets.

Performance Outcomes (RFP	DCF Target Yearly	Proposer Outcome		Proposer Outcome	Total Target Parformance	Proposer Performance
Section 1.11.5.4)	Quantity	Quantity	DCF Target Cost	Price	Outcome Budget	Outcome Budget
Job Attainment (1.11.5.4.a)	809		\$1,250.00	\$	\$1,011,250.00	#VALUE!
Long Term Participant						
(1.11.5.4.b.)	216		\$1,000.00	\$	\$216,000.00	#VALUE!
High Wage Job (1.11.5.4.c)	188		\$750.00	\$	\$141,000.00	#VALUE!
Job Retention (1.11.5.4.d)	944		\$2,000.00	\$	\$1,888,000.00	#VALUE!
SSI/SSDI Attainment						
(1.11.5.4.e)	162		\$1,250.00	\$	\$202,500.00	#VALUE!
				Total Performance		
				Outcome Budget		#VALUE!
					TOTAL	
					PROPOSED	
NOTE: Total proposed costs	Alank assanan Alan Mas	dimension Takal Dividual	unill ha naisastasi		DUDCET	#\/ ALLIEI

NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected.

BUDGET	#VALUE!
PROPOSED	
TOTAL	

Geographical Area: Southeast

Note: submit this page only if proposing in this geographical area.

Maximum

BUDGET

#VALUE!

Proposer Name:	

All shaded cells shall be completed. No other cells may be changed or your proposal shall be rejected.

Capitation Instructions:

Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$4,867232.

NOTE: Cost proposals that exceed the Maximum Capitated Budget will be rejected.

				Capitation Budget	
Target Yearly	Proposer	DCF Target	Proposer Capitation	(60% of Total	Proposer Capitation
Enrollment Quantity	Enrollment Quantity	Capitation Amount	Amount	Budget)	Budget
21,200.00		\$135.00	\$	\$2,920,339.28	#VALUE!

Performance Outcome Calculation Instructions:

Capitation Rate

DFES has identified performance outcomes that represent high value W-2 program outcomes. These performance outcomes are further defined to concentrate performance pay on outcomes that add the most value to W-2 customers – job seekers and employers. The Job Attainment, Long Term Participant, High Wage Job Attainment, and Job Retention performance outcomes are cumulative in that it is possible for a single job to meet all four performance outcomes.

Proposers may accept the Departments outcome targets and price targets for which they will receive 50% of the weighted maximum points defined in the evaluation section. If the Proposer selects to propose their own price and/or quantity those scores will be calculated using defined formulas and the Proposer will either gain points in the evaluation or lose points in the evaluation when their proposal is compared to the Department targets.

Performance Outcomes (RFP	DCF Target Yearly	Proposer Outcome		Proposer Outcome	Total Target Parformance	Proposer Performance
Section 1.11.5.4)	Quantity	Quantity	DCF Target Cost	Price	Outcome Budget	Outcome Budget
Job Attainment (1.11.5.4.a)	521		\$1,250.00	\$	\$651,250.00	#VALUE!
Long Term Participant						
(1.11.5.4.b.)	18		\$1,000.00	\$	\$18,000.00	#VALUE!
High Wage Job (1.11.5.4.c)	94		\$750.00	\$	\$70,500.00	#VALUE!
Job Retention (1.11.5.4.d)	532		\$2,000.00	\$	\$1,064,000.00	#VALUE!
SSI/SSDI Attainment			•			
(1.11.5.4.e)	85		\$1,250.00	\$	\$106,250.00	#VALUE!
				Total Doubous and		
				Total Performance		#\/^
				Outcome Budget		#VALUE!
					TOTAL	
					PROPOSED	

NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected.

Geographical Area: Southwest

Note: submit this page only if proposing in this geographical area.

Maximum

All shaded cells shall be completed. No other cells may be changed or your proposal shall be rejected.

Capitation Instructions:

Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$3,689,232.

NOTE: Cost proposals that exceed the Maximum Capitated Budget will be rejected.

				Capitation Budget	
Target Yearly	Proposer	DCF Target	Proposer Capitation	(60% of Total	Proposer Capitation
Enrollment Quantity	Enrollment Quantity	Capitation Amount	Amount	Budget)	Budget
16,400.00		\$132.00	\$	\$2,213,539.31	#VALUE!

Performance Outcome Calculation Instructions:

Capitation Rate

DFES has identified performance outcomes that represent high value W-2 program outcomes. These performance outcomes are further defined to concentrate performance pay on outcomes that add the most value to W-2 customers – job seekers and employers. The Job Attainment, Long Term Participant, High Wage Job Attainment, and Job Retention performance outcomes are cumulative in that it is possible for a single job to meet all four performance outcomes.

Proposers may accept the Departments outcome targets and price targets for which they will receive 50% of the weighted maximum points defined in the evaluation section. If the Proposer selects to propose their own price and/or quantity those scores will be calculated using defined formulas and the Proposer will either gain points in the evaluation or lose points in the evaluation when their proposal is compared to the Department targets.

Performance Outcomes (RFP Section 1.11.5.4)	DCF Target Yearly Quantity	Proposer Outcome Quantity	DCF Target Cost	Proposer Outcome Price	Total Target Parformance Outcome Budget	Proposer Performance Outcome Budget	
Job Attainment (1.11.5.4.a)	397	Quantity	\$1,250.00		\$496,250.00		
Long Term Participant			. ,				
(1.11.5.4.b.)	7		\$1,000.00	\$	\$7,000.00	#VALUE!	
High Wage Job (1.11.5.4.c)	106		\$750.00	\$	\$79,500.00	#VALUE!	
Job Retention (1.11.5.4.d)	365		\$2,000.00	\$	\$730,000.00	#VALUE!	
SSI/SSDI Attainment							
(1.11.5.4.e)	108		\$1,250.00	\$	\$135,000.00	#VALUE!	
				Total Performance		1	
				Outcome Budget		#VALUE!	
				Ŭ			
	TOTAL PROPOSED						
NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected.					BUDGET	#VALUE!	

Geographical Area: Western

Note: submit this page only if proposing in this geographical area.

Proposer	Ν	laı	me	9
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All shaded cells shall be completed. No other cells may be changed or your proposal shall be rejected.

Capitation Instructions:

Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$872,686.

NOTE: Cost proposals that exceed the Maximum Capitated Budget will be rejected.

		•		Maximum Capitation Budget	
Target Yearly	Proposer	DCF Target	Proposer Capitation	(60% of Total	Proposer Capitation
Enrollment Quantity	Enrollment Quantity	Capitation Amount	Amount	Budget)	Budget
2,100.00		\$245.00	\$	\$523,611.63	#VALUE!

Performance Outcome Calculation Instructions:

Capitation Rate

DFES has identified performance outcomes that represent high value W-2 program outcomes. These performance outcomes are further defined to concentrate performance pay on outcomes that add the most value to W-2 customers – job seekers and employers. The Job Attainment, Long Term Participant, High Wage Job Attainment, and Job Retention performance outcomes are cumulative in that it is possible for a single job to meet all four performance outcomes.

Proposers may accept the Departments outcome targets and price targets for which they will receive 50% of the weighted maximum points defined in the evaluation section. If the Proposer selects to propose their own price and/or quantity those scores will be calculated using defined formulas and the Proposer will either gain points in the evaluation or lose points in the evaluation when their proposal is compared to the Department targets.

BUDGET

#VALUE!

Performance Outcomes (RFP	DCF Target Yearly	Proposer Outcome		Proposer Outcome	Total Target Parformance	Proposer Performance
Section 1.11.5.4)	Quantity	Quantity	DCF Target Cost	Price	Outcome Budget	Outcome Budget
Job Attainment (1.11.5.4.a)	94		\$1,250.00	\$	\$117,500.00	#VALUE!
Long Term Participant						
(1.11.5.4.b.)	2		\$1,000.00	\$	\$2,000.00	#VALUE!
High Wage Job (1.11.5.4.c)	13		\$750.00	\$	\$9,750.00	#VALUE!
Job Retention (1.11.5.4.d)	97		\$2,000.00	\$	\$194,000.00	#VALUE!
SSI/SSDI Attainment						
(1.11.5.4.e)	15		\$1,250.00	\$	\$18,750.00	#VALUE!
				Total Performance		
				Outcome Budget		#VALUE!
					•	
					TOTAL	
					PROPOSED	

NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected.

Geographical Area: Northwest

Note: submit this page only if proposing in this geographical area.

Proposer Name:

All shaded cells shall be completed. No other cells may be changed or your proposal shall be rejected.

Capitation Instructions:

Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$1,741,219.

NOTE: Cost proposals that exceed the Maximum Capitated Budget will be rejected.

	_	-		Maximum	
				Capitation Budget	
Target Yearly	Proposer	DCF Target	Proposer Capitation	(60% of Total	Proposer Capitation
Enrollment Quantity	Enrollment Quantity	Capitation Amount	Amount	Budget)	Budget
5,300		\$193.00	\$	\$1,044,731.67	#VALUE!

Performance Outcome Calculation Instructions:

Capitation Rate

DFES has identified performance outcomes that represent high value W-2 program outcomes. These performance outcomes are further defined to concentrate performance pay on outcomes that add the most value to W-2 customers – job seekers and employers. The Job Attainment, Long Term Participant, High Wage Job Attainment, and Job Retention performance outcomes are cumulative in that it is possible for a single job to meet all four performance outcomes.

Proposers may accept the Departments outcome targets and price targets for which they will receive 50% of the weighted maximum points defined in the evaluation section. If the Proposer selects to propose their own price and/or quantity those scores will be calculated using defined formulas and the Proposer will either gain points in the evaluation or lose points in the evaluation when their proposal is compared to the Department targets.

Performance Outcomes (RFP Section 1.11.5.4) Job Attainment (1.11.5.4.a)	DCF Target Yearly Quantity 164	Proposer Outcome Quantity	DCF Target Cost \$1,250.00	Proposer Outcome Price	Total Target Parformance Outcome Budget \$205,000.00	Proposer Performance Outcome Budget #VALUE!
Long Term Participant (1.11.5.4.b.)	2		\$1,000.00	\$	\$2,000.00	#VALUE!
High Wage Job (1.11.5.4.c)	24		\$750.00	\$	\$18,000.00	#VALUE!
Job Retention (1.11.5.4.d)	210		\$2,000.00	\$	\$420,000.00	#VALUE!
SSI/SSDI Attainment (1.11.5.4.e)	31		\$1,250.00	\$	\$38,750.00	#VALUE!
	Total Performance Outcome Budget		#VALUE!			
TOTAL PROPOSED NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected. BUDGET #VALUE!						#VALUE!

Geographical Area:	Northcentra	I	Note: submit this pa	age only if proposing in	this geographical	area.	
Proposer Name:							
All shaded cells shall be com	pleted. No other c	ells may be changed	or your proposal s	shall be rejected.			
Capitation Instructions:	Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$2,271,732.						
NOTE: Cost proposals that e	xceed the Maximur	n Capitated Budget v	vill be rejected.		Maximum Capitation	Proposer	
	Enrollment Quantity	Proposer Enrollment Quantity		Proposer Capitation Amount	Budget (60% of Total Budget)	Capitation Budget	
Capitation Rate	9,300		\$144.00	\$	\$1,363,038.98	#VALUE!	
Performance Outcome Calculation Instructions:	outcomes are furth – job seekers and of Retention performs outcomes. Proposers may acc weighted maximum quantity those score	er defined to concentremployers. The Job A ance outcomes are cure cept the Departments of a points defined in the es will be calculated u	ate performance pay ttainment, Long Ter mulative in that it is p outcome targets and evaluation section. Ising defined formula	gh value W-2 program y on outcomes that add m Participant, High W possible for a single jo d price targets for which If the Proposer selects as and the Proposer w all is compared to the D	If the most value to lage Job Attainme to to meet all four p to they will receive to propose their of the gain point	W-2 customers nt, and Job performance 50% of the own price and/or s in the	
Performance Outcomes (RFP Section 1.11.5.4) Job Attainment (1.11.5.4.a) Long Term Participant (1.11.5.4.b.) High Wage Job (1.11.5.4.c) Job Retention (1.11.5.4.d) SSI/SSDI Attainment (1.11.5.4.e)	DCF Target Yearly Quantity 247 2 42 250	Proposer Outcome Quantity	DCF Target Cost \$1,250.00 \$1,000.00 \$750.00 \$2,000.00 \$1,250.00	\$ \$ \$	Total Target Parformance Outcome Budget \$308,750.00 \$2,000.00 \$31,500.00 \$500,000.00	Proposer Performance Outcome Budget #VALUE! #VALUE! #VALUE! #VALUE! #VALUE!	
				Total Performance			

NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected.

#VALUE!

#VALUE!

Outcome Budget

TOTAL PROPOSED BUDGET

Geographical Area: Northeast

Note: submit this page only if proposing in this geographical area.

All shaded cells shall be completed. No other cells may be changed or your proposal shall be rejected.

Capitation Instructions:

Proposers may accept the Department's targeted enrollment quantity and capitation payment amount for which they will receive 50% of the maximum points defined in section 3.6. Alternatively, the contractors may propose their own enrollment quantity and/or capitated amount. However, they will receive proportionately more evaluation points the higher their enrollment quantity or the lower their capitated price proposed as defined in section 5.1. The combined capitated amount and performance outcome budget cannot exceed \$3,352,487.

					Maximum	
					Capitation Budget	
	Target Yearly	Proposer	DCF Target	Proposer Capitation	(60% of Total	Proposer Capitation
	Enrollment Quantity	Enrollment Quantity	Capitation Amount	Amount	Budget)	Budget
Capitation Rate	14,750		\$134.00	\$	\$2,011,492.47	#VALUE!

NOTE: Cost proposals that exceed the Maximum Capitated Budget will be rejected.

Performance Outcome Calculation Instructions:

DFES has identified performance outcomes that represent high value W-2 program outcomes. These performance outcomes are further defined to concentrate performance pay on outcomes that add the most value to W-2 customers – job seekers and employers. The Job Attainment, Long Term Participant, High Wage Job Attainment, and Job Retention performance outcomes are cumulative in that it is possible for a single job to meet all four performance outcomes.

Proposers may accept the Departments outcome targets and price targets for which they will receive 50% of the weighted maximum points defined in the evaluation section. If the Proposer selects to propose their own price and/or quantity those scores will be calculated using defined formulas and the Proposer will either gain points in the evaluation or lose points in the evaluation when their proposal is compared to the Department targets.

Performance Outcomes (RFP Section 1.11.5.4) Job Attainment (1.11.5.4.a)	DCF Target Yearly Quantity 363	Proposer Outcome Quantity	DCF Target Cost \$1,250.00	Proposer Outcome Price	Total Target Parformance Outcome Budget \$453,750.00	Proposer Performance Outcome Budget #VALUE!
Long Term Participant (1.11.5.4.b.)	2		\$1,000.00		\$2,000.00	
High Wage Job (1.11.5.4.c) Job Retention (1.11.5.4.d) SSI/SSDI Attainment	56 378		\$750.00 \$2,000.00	*	\$42,000.00 \$756,000.00	
(1.11.5.4.e)	48		\$1,250.00	\$	\$60,000.00	#VALUE!
				Total Performance Outcome Budget		#VALUE!
TOTAL PROPOSED NOTE: Total proposed costs that exceed the Maximum Total Budget will be rejected. BUDGET #VALUE!						

State of Wisconsin
Department of Children and Families

For further information concerning

this addendum contact:

ADDENDUM NO.: Amendment 1

REQUEST FOR BID NO.: CFB00144 DATE DUE: June 11, 2012 by 2:00 PM

DATE: April 6, 2012

OR SERVICE:	Wisconsin Wor	ks (W-2) and Related Pro	ograms	
REVISION:	minor modifica	tions to correct hyperlink	s and footnotes	
Disease in also de la cièma d				
Please include a signed	copy of this bid adde	endum with your bid	response.	
	Signature		Date	

Sue Handrich-Herr 608-266-1539 email: DCFProcurement@wisconsin.gov

Exhibit 1 Request for Proposal

1. Corrected hyperlink to Milwaukee area map in section 1.4.2, page 11 to read: http://dcf.wisconsin.gov/w2/rfp/2013/milwaukee.htm

Exhibit 2 Draft Contract:

 Corrected the hyperlinks for the email to <u>Linda1.Richardson@wisconsin.gov</u> and <u>http://dwd.wisconsin.gov/core/forms.htm</u>
 Both were typed correctly but the hyperlinks had errors.

Exhibit 3 Scope of Work:

- 1. Corrected titles of footnotes a. and c. for section II.B. at the bottom of page 6.
- 2. Removed URL hyperlink from section II.C.1 on page 8. Reference can be found in W-2 manual.
- 3. Changed URL hyperlink from section V.A.2. on page 27 to read: http://dcf.wisconsin.gov/w2/ci/default.htm

State of Wisconsin	
Department of Children and Families	

REVISION:

ADDENDUM NO.: Amendment 2

REQUEST FOR BID NO.: CFB00144 DATE DUE: June 11, 2012 by 2:00 PM

DATE: April 11, 2012

COMMODITY	
OR SERVICE:	Wisconsin Works (W-2) and Related Programs

Extending Pre-Conference Question Deadline to April 18, 2012 at 12:00 PM (noon)

The deadline for questions to be addressed at the Proposer's Conference on April 20, 2012 is being extended to April 18, 2012 PM (noon). The date and time of the Proposer's Conference remains the same, April 20, 2012 from 9:00 AM to 1:00 PM.

Please include a signed copy of this bid addendum with your bid response. \\

Signature	Date

For further information concerning this addendum contact:

Sue Handrich-Herr 608-266-1539 email: DCFProcurement@wisconsin.gov

BID # PAGE 1 OF 77

State of Wisconsin		ADDENDUM NO.: 3			
Department of Children and Families		REQUEST FOR BID NO.: CFB00144			
		DATE DUE: June 11, 2012 at 2:00 PM			
		DATE: May 7, 2012			
COMMODITY OR SERVICE:	2013 Wisconsin Works (W-2) and Related	Programs Request for Proposal			
REVISION:	Attached are response to questions submitted, correction of errors found in the entire packet and changes made.				
	Cost Proposal have been uploaded to the 20	n 6 Statement of Economic Interest, and Exhibit 6 013 RFP Website. Also uploaded are the ferece and an attendee list from the conference.			

Please include a signed copy of this bid addendum with your bid response.	

Signature	Date

For further information concerning this addendum contact:

Sue Handrich-Herr 608-366-1539 email: DCFProcurement@wisconsin.gov

Line #	Exhibit	Page #	Section	Question	Answer
				<u>-</u>	
	Exhibit 1: Request for Proposal	5	1.1	With regard to: "Proposers shall not contract with or employ any State official, employee, agent, or individual retained as a full-time contractor by the State who has worked on the development of this RFP, or who had any influence on decisions affecting the RFP, until after contracts have been signed." On March 19, 2012, The Center for Self Sufficiency acquired a state employee. During his or her tenure with DCF, he or she was actively involved in the development of the RFP prior to coming on board with us at CFSS. The Center for Self Sufficiency has absolutely no intentions in applying to become a primary contract grantee or direct provider of W-2 services. In addition, CFSS will not serve as a "contracted grant writer" for any potential grantees for this RFP process. However, CFSS is exploring the possibility of becoming a possible "service provider partner" with a potential W-2 service provider pending award of a 2013-2016 W-2 contract. Will this person being in our employ disqualify us from becoming a potential partner with a W-2 proposer?	You will not be disqualified from becoming a potential partner due to this person being employed by your organization. While she or he was involved in early discussions she or he did not work on the development of this RFP, or have any influence on decisions affecting the RFP.
2	Exhibit 1: Request for Proposal	9	1.4	Can you please provide the total number of applicants per region in 2011?	Yes, Geographical Area Information Descriptions were updated to include this

Line #	Exhibit	Page #	Section	Question	Answer
3	Exhibit 1: Request for	9	1.4	Can you please provide the number of applicants that were found	<pre>information. • Northwest Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nw.pdf • North Central Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nc.pdf • Northeast Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos ne.pdf • Western Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos w.pdf • Southwestern Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos sw.pdf • Southeastern Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos se.pdf • Milwaukee Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos se.pdf • Milwaukee Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile mos.pdf Yes, Geographical Area Information Descriptions were</pre>
	Proposal			ineligible for benefits?	updated to include this information. Northwest Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nw.pdf North Central Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nc.pdf Northeast Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos ne.pdf Western Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos we.pdf Southwestern Area link:

Line #	Exhibit	Page #	Section	Question	Answer
					http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos sw.pdf • Southeastern Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos se.pdf • Milwaukee Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile mos.pdf
4	Exhibit 1: Request for Proposal	9	1.4	Can caseloads be leveled with other counties in the consortium or must they stay in county of origin? Can they apply in any of the counties?	Agencies can assign cases in a way that will best serves the parent. Applicants must apply in the Geographical Area in which they reside.
5	Exhibit 1: Request for Proposal	9	1.4	Will the new Consortium Model impact FSET or Children First allocations?	No, FSET and Children First are not part of the W-2 Program.
6	Exhibit 1: Request for Proposal	9	1.4	If a tribe wishes to provide state W-2 services, will they have to bid for the entire geographic area?	Yes
7	Exhibit 1: Request for Proposal	9	1.4	Are the regional lines hard and fast? Can a county try to join another contiguous region?	Yes, the Geographical Area boundaries are hard and fast. No, a county can not join another contiguous area. However, a Proposer can submit separate proposals for more than one area. For example, a Proposer may submit a proposal for both the Western and Southwest Areas.
8	Exhibit 1: Request for Proposal	9	1.4	Can you give some examples of program design models in a particular region? The RFP says that DCF wants to contract with regions, and does not specify further relationships in the region. Does that mean that there needs to be a lead agency	The Department does not have any particular model in mind. However, there must be one single entity that is solely and completely responsible for the contract and program administration. That entity must have sufficient authority to

Line #	Exhibit	Page #	Section	Question	Answer
				that can contract with counties who in turn continue their program design relationship with current subcontractors? Or, are there other models that are expected?	implement the program as directed by the Department, whether its subcontractors or subordinate entities agree with the changes or not. Governance structures that allow subordinate entities to operate independently may not adequately address the RFP requirements and may result in loss of points during the evaluation of response items.
9	Exhibit 1: Request for Proposal	9	1.4	Page 10 (2 nd bullet at the top): "consideration of the minimum caseload that will support the level of staffing required to provide the full range of W-2 services," What does this mean?	It means that the Geographical Area boundaries were formed based on a caseload that was large enough to ensure that all participants have access to the full scope of services.
10	Exhibit 1: Request for Proposal	9	1.4	It appears that the requirement of having one grantee per region could dismantle community based systems. What consideration has been given to the financial and non-financial partnerships and investments that exist in communities such as Job Centers where collocated services benefit W-2 participants; Child Welfare and W2 Service Integration; and community based collaborative services provided through the Children's Services Network. These effective systems have taken years to build and refine.	The requirement for a single contractor relates only to the administration of the W-2 program. That entity is expected to establish working relationships with all resources within the area so that it can assist W-2 families to access all benefits and services they need and are eligible to receive. This will require the single W-2 contractor to establish relationships with multiple child welfare agencies, WIA agencies, CAP agencies and similar resources throughout the W-2 geographical and to be familiar with the service areas and eligibility requirements used by each agency.
11	Exhibit 1:	9	1.4	Why did we not align the W-2	There are 3 reasons we did not
	Request for			regions for this RFP with the	base our regions on current IM

Line #	Exhibit	Page #	Section	Question	Answer
	Proposal			existing IM Consortia boundaries? Wouldn't there have been significant tax payer savings, efficiencies and improved customer service (one-stop shopping) for the residents of this state had the areas been aligned?	consortia boundaries. First, they weren't totally settled until after our decisions were made, and we still don't view them as wellestablished enough to serve as the basis for service delivery over a potential 12 year time period. PUMAs appear likely to be stable over decades, allowing us the opportunity for evaluating longitudinal data, and PUMAs align better with other economic development and jobs programs in the state - W-2 is not an IM program; it is a jobs program. Second, the IM consortia vary widely in size, capacity, governance structure, and population, and those variations do not reflect the management needs of the W-2 program for accountability, statewideness, performance and efficiency. Third, aligning with existing service delivery structures would create an advantage for existing W-2 agencies that would diminish the competitiveness of our selection process. We believe the taxpayers are best served by a competitively bid process to select contractors in each geographical area who can meet the requirements in the 2013 RFP.
12	Exhibit 1: Request for Proposal	9	1.4	It appears that the Western region is closest to following at least some existing IM or WDA border lines. Why was this region	We discussed several alternative alignments in Western Wisconsin to balance distance and population and believe this to be the best

Line #	Exhibit	Page #	Section	Question	Answer
				aligned in a manner that does not seem to fit the other large census geographical regions in the proposal? This would seem to place current W-2 providers who operate in geographical areas other than Western at a disadvantage in submitting a proposal.	alternative. There was no intent to create a disadvantage either to vendors in other regions or to vendors not currently operating in Wisconsin at all. We believe the evaluation criteria provides every potential vendor an equal opportunity to be successful in any Geographical Area(s) it proposes to serve.
13	Exhibit 1: Request for Proposal	9	1.4	Will DEC contract with existing Children First agencies after January 1, if they are no longer a W-2 contract agency?	The Bureau of Child Support administers Children First independent of W-2. That will continue in 2013.
14	Exhibit 1: Request for Proposal	9	1.4	Will Wisconsin Shares remain with the Income Maintenance Agencies?	Yes
15	Exhibit 1: Request for Proposal	9	1.4	Will Children 1 st contracts continue as they are currently?	Yes - Children First, the employment and training program for non-custodial parents, contracts will continue.
16	Exhibit 1: Request for Proposal	10	1.4	How will smaller counties who have local subcontractors fit into this system?	Smaller counties will have to work through a single lead entity to provide services to all eligible W-2 recipients in the defined Geographical Area. How such a single W-2 agency for the region is structured in relation to individual counties in the region can be addressed any way the W-2 agency chooses (partnership, consortium agreement, subcontracts with counties, or any other model) so long as the W-2 agency has complete control over the administration of the program in that Geographical Area.

Line #	Exhibit	Page #	Section	Question	Answer
17	Exhibit 1: Request for Proposal	10	1.4.1	Where are the numbers for the Refugee counts being pulled from? It shows Winnebago with none. That is not accurate.	In Exhibit 1 - RFP, section 1.4.1, the data for the Northeast Geographical Area is missing data for Winnebago County. The missing data has been added. • Northeast Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos ne.pdf
18	Exhibit 1: Request for Proposal	10	1.4.1	In the data statistical charts linked from the geographical maps, how were the Admin and Services Expenses for counties that are in current consortiums and not the lead agency, derived? Current admin and services costs are reported as a whole for a consortium and not broken down by county. The data contained in the reports for counties that are part of a consortium are not accurate.	The costs were prorated based on the caseload in each county in the consortium. Here is a link to a spreadsheet that lists W-2 Caseload and Spending January 2010 -June 30, 2011. http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/w2 allocations 10 2 1 11.pdf
19	Exhibit 1: Request for Proposal	11	1.4.2	AQCT is utilized and it seems that it would be absolutely necessary in Milwaukee County given the new regions and boundaries.	Agree. We are looking into this. AQCT is a lookup screen in CARES. It is not currently accurate.
20	Exhibit 1: Request for Proposal	11	1.4.2	What tool is being developed to ID regions in Milwaukee that a customer resides in?	ARCGIS software.
21	Exhibit 1: Request for Proposal	11	1.4.2	Will AQCT be updated for use beginning 1/1/2013?	The Department is researching updating AQCT functionality. AQCT is a lookup screen in CARES. It is not currently accurate.
22	Exhibit 1: Request for Proposal	11	1.4.2	Please identify the boundary streets for each of the Milwaukee Regions?	The areas in Milwaukee are defined by census tracts. The Department has posted additional maps (linked below) that indicate the census tract boundaries for each area in Milwaukee. Census tracts do not

Line #	Exhibit	Page #	Section	Question	Answer
					necessarily follow street boundaries. The Milwaukee Geographical Area Descriptive Information now includes a page with a description of the boundaries by census tracts. http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile mos.pdf. Full Census Tract Map. http://dcf.wisconsin.gov/w2/rfp/20 13/milwaukee census.htm Northern Area http://dcf.wisconsin.gov/w2/rfp/20 13/images/milwpcg 2010 census 0501 2012 n.jpg West Central Area http://dcf.wisconsin.gov/w2/rfp/20 13/images/milwpcg 2010 census 0501 2012 wc.jpg East Central Area http://dcf.wisconsin.gov/w2/rfp/20 13/images/milwpcg 2010 census 0501 2012 ec.jpg Southern Area http://dcf.wisconsin.gov/w2/rfp/20 13/images/milwpcg 2010 census 0501 2012 ec.jpg Southern Area http://dcf.wisconsin.gov/w2/rfp/20 13/images/milwpcg 2010 census 0501 2012 s.jpg
23	Exhibit 1: Request for Proposal	11	1.4.4	The Milwaukee geographical map is blurry and does not clearly show the streets which make up regional boundaries. Can the state provide a clearer map or describe the street boundaries?	We have split the map into four Milwaukee area maps in an attempt to provide a clearer view of streets at the boundary of each region. The links are below. But the Milwaukee areas are defined by the census tracts not by streets. Full Milwaukee street map. Northern Area street map, West Central Area street map, East Central Area street map, Southern

Line #	Exhibit	Page #	Section	Question	Answer
					Area street map
24	Exhibit 1: Request for Proposal	12	1.5	What does sufficient financial resources mean?	Adequate resources to implement and operate the program until the Department issues payments. Understanding first capitated payment and possible performance outcome payment won't be made until February 2013, contractors should be able to support their own costs for transition and preparation for providing W-2 services effective January 1, 2013 until they begin receiving payments in February 2013 and eventually receive sufficient payments to recoup their transition and operating costs through capitation, performance, and work participation payments.
25	Exhibit 1: Request for Proposal	12	1.5.1	Is there an Admin fee charged to the Lead Consortium or for the individuals who hold the Director, Manager, etc functions? If so, is it a set rate?	The contractor will not be a paid an administrative fee. Contractors are paid based on participants and outcomes. The Federal TANF Admin cap is 15%.
26	Exhibit 1: Request for Proposal	12	1.5.1	Exhibit One indicates the requirement for a Consortium W2 Director, Manager, Fiscal, etc. Can these functions still be billed to W2 at the local level even though the consortium has a designee?	W-2 contractors will not be paid based on an expense reimbursement. They will be paid based on a monthly capitated amount and performance outcomes payments. All billing must be done by the lead contractor. Subcontracted agencies may not bill for W-2.
27	Exhibit 1: Request for Proposal	12	1.5.1	In section 1.5.1 (pp. 12-13) the RFP says that the W-2 Program Director and Program Manager may be combined in 1 staff person. If that is the case, must the person	Yes

Line #	Exhibit	Page #	Section	Question	Answer
				be 100% dedicated to the W-2 program?	
28	Exhibit 1: Request for Proposal	12	1.5.1	Question from Proposers' Conference - Can you repeat comment on 15% administrative cap?	Federal TANF has a 15% administrative cap. Annual budgets cannot exceed 15% admin. Eligibility determination is an admin expense.
29	Exhibit 1: Request for Proposal	13	1.5.1	Page 13 Quality Assurance manager: does this position need to work exclusively with the W-2 project?	The Proposer shall determine the required staffing level needed for the QA manager.
30	Exhibit 1: Request for Proposal	13	1.5.1	Exhibit 1, Page 13. Does the Quality Assurance Manager need to be a full FTE?	The Proposer shall determine the required staffing level needed for the QA manager.
31	Exhibit 1: Request for Proposal	13	1.5.1	RFP p. 13 indicates that the W-2 Program Manager shall work exclusively on the W-2 project. Most of the other management positions indicate that that they may have responsibility for support of multiple projects. The QA Manager position description does not indicate one way or the other. Is it expected that the QA Manager work exclusively on the W-2 project, or can the QA Manager support multiple projects?	The Proposer shall determine the required staffing level needed for the QA manager.
32	Exhibit 1: Request for Proposal	14	1.6	Will the sign-in list be posted?	Yes, it is now available on the 2013 RFP website. http://dcf.wisconsin.gov/w2/rfp/2013/documents.htm
33	Exhibit 1: Request for Proposal	16	1.11	Nowhere in the RFP is profit mentioned. Is profit allowed? It is presented as a performance/unit cost contract, yet in the scope of work it's detailed and specific as to how	The Department does not agree that the Scope of Work tells proposers how service is to be delivered. We believe it tells proposers what they have to do and leaves flexibility on how it will be

Line #	Exhibit	Page #	Section	Question	Answer
				service is to be delivered. Where is the creative flexibility of a unit cost contract?	done.
34	Exhibit 1: Request for Proposal	16	1.11	Where does the Department see the opportunity for for-profit entities to participate in this bid and make a profit?	If for-profit entities' costs are below revenues from fixed price payments, the margin can be kept as unrestricted funds.
35	Exhibit 1: Request for Proposal	16	1.11	The word "profit" is never used in the RFP, but as this is a performance contract is it assumed that profit can be earned by achieving performance standards? It seems unclear based on the use of the CORE invoice to report costs.	If costs are below revenues from fixed price payments the margin can be kept as unrestricted funds.
36	Exhibit 1: Request for Proposal	16	1.11	With the payment structure described in the RFP, is an agency allowed to earn unrestricted funding? Will reimbursement be the lesser of actual costs reported or the capitated rate plus performance payments?	If costs are below revenues from fixed price payments the margin can be kept as unrestricted funds.
37	Exhibit 1: Request for Proposal	16	1.11	Will the quarterly "fees" a contractor can earn as a result of meeting the WPR of 50% be unrestricted funding?	If the contractor does not need the funds to operate the program they can be retained and used without restriction.
38	Exhibit 1: Request for Proposal	16	1.11	Section 1.11 indicates that total payments for enrolled participants, program outcomes, and Federal Work Participation Rate (WPR) attainment cannot exceed the maximum annual budget, but Section 1.11.6 states that contractors who meet the WPR of 50% are eligible to receive additional funding above the maximum budget amount. Please	The Federal Work Participation Rate fee is not included in the maximum budget. Page 16, Section 1.11. Payment Structure, paragraph 2, sentence 2. Deleted reference to Federal Work Participation Rate attainment. Sentence 2 now reads: Total payments to a contractor for enrolled participants and program outcomes may not exceed the maximum annual budget amount in a

Line #	Exhibit	Page #	Section	Question	Answer
				clarify.	geographical area except as provided in section 1.11.5.3.
39	Exhibit 1: Request for Proposal	16	1.11	Not all Emergency Assistance (EA) applicants are entered into CARES. How will agencies get paid for serving those individuals? The RFP states that EA benefits will be reimbursed, but how will the staff time and other costs associated with delivering EA services be paid to contractors, especially if WebI does not show them being served during the month? (There is no way to earn performance payments for EA cases.)	The RFP indicates that only benefit payments are reimbursed. Staff time and other costs associated with determining eligibility and issuing benefits for EA, like all other costs of administering W-2 and related programs, are included in the payment structure - contractors will cover all such costs from its payments for capitated rate to the maximum budget, performance payments, and quarterly work participation payments. These costs should be factored into overall cost proposals.
40	Exhibit 1: Request for Proposal	16	1.11	Ref 1.11 Payment structure reads " Total payments to a contractor for enrolled participants, program outcomes and federal WPR attainment may not exceed the maximum annual budget amount."	This is an error and was corrected. Page 16, Section 1.11. Payment Structure, paragraph 2, sentence 2. Deleted reference to Federal Work Participation Rate attainment. Sentence 2 now reads: Total payments to a contractor for enrolled participants and program outcomes may not exceed the maximum annual budget amount in a geographical area except as provided in section 1.11.5.3.
41	Exhibit 1: Request for Proposal	16	1.11	Exhibit 1, Page 16. 1.11 If the procurement is an incentive contract based on fixed-price payments for activities and outcomes, why are comprehensive expense reports required to document those costs? If costs	We need the comprehensive expense reports for our federal reporting in order to obtain TANF funding at the state level. Yes, the margin can be kept as unrestricted funds.

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				are below revenues from fixed- price payments, can the "margin" be kept as unrestricted funds?	
42	Exhibit 1: Request for Proposal	16	1.11.1	According to RFP section 1.11.1 Payment Structure Overview the contract payment is comprised of 1) capitation payments 2) fixed price performance outcomes 3) quarterly performance fee and 4) reimbursement of benefits paid. Please reconcile this with Section V.A.6 which indicates net payment for allowable expenses, quarterly performance, payments, capitated rates and approved performance outcome claims.	Section 1.11.1 of Exhibit 1 provides an overview of the payment structure for the 2013 - 2016 W-2 and Related Programs contract. There are four ways contractors will be paid; monthly capitation amount, performance outcome payments, a quarterly Work Participation Rate fee and reimbursement of EA benefits, contracted child care and services to refugees funded by ORR. Section V.A.6 of Exhibit 2 states that total net payments to the contractor will include the total of the four payment types (allowable expenses that qualified for reimbursement, quarterly performance payment for the work participation rate, capitated payments and performance outcomes claims.)
43	Exhibit 1: Request for Proposal	17	1.11.2	Section 1.11.2 states that no pre- payments will be made to contractors. If an agency uses a line of credit to fund program operations and administration, will the interest charges incurred on that line of credit be an allowable expense?	This is not a reimbursement based contract. However, Contractors may be able to recover their transition costs over time through the capitated payments and performance outcome payments. The Department does not guarantee the recovery of those costs.
44	Exhibit 1: Request for Proposal	17	1.11.3	Section 1.11.3 states that agencies must have the capacity to support their transition and start-up activities prior to receiving payments. The sentence	We need the comprehensive expense reports for our federal reporting in order to obtain TANF funding at the state level. There will not be a specific payment attached to

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				at the top of p. 21 refers to reporting all transition expenses with the initial expenditure report. Given this, how does the state intend to use that information and what is the purpose of contractors reporting these costs? Please confirm that there will not be a specific payment attached to transition expenses even though they are being reported.	transition expense.
45	Exhibit 1: Request for Proposal	17	1.11.3	If transition expenses are to be reported with the initial expenditure report, but will not be reimbursed, why do we have to report them?	We need the comprehensive expense reports for our federal reporting in order to obtain TANF funding at the state level. There will not be a specific payment attached to transition expense.
46	Exhibit 1: Request for Proposal	17	1.11.4	Is there a minimum caseload established for each geographic area?	The Department set targets. Cost proposals for enrollment that are less than 50% of the DCF target will not be accepted. See Exhibit 1, Section 1.11.4
47	Exhibit 1: Request for Proposal	17	1.11.4	Can you explain capture of non- expended capitated rate funds again?	If you have an enrollment lower than your proposed quantity, the amount of capitated funds proposed by you that you did not spend can be used to pay performance outcomes over the amount that you proposed with the Department's prior approval.
48	Exhibit 1: Request for Proposal	17	1.11.4	Is the Target Price per region multiplied by the duplicated enrollments supposed to equal 60% of the proposed contract value? Please confirm.	No
49	Exhibit 1:	17	1.11.4	CMF-Three month time frame is	No, the philosophy is not changing

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	Request for Proposal			referenced. Is the philosophy changing on that placement? Could the contractor ever request payment longer than three months for a CMF, especially for some special populations such as the refugees who may be able to stay employed but require more support? EX 1 p. 22 for Job Attainment-references verifying that they are employed at 31 days. Is the initial verification of the job beginning sufficient, or does this need to be reverified at 31 days?	on the CMF placement. No, payment for this placement is limited to 3 consecutive months. The initial verification of the job is not sufficient. Contractors must verify that the individual actually worked the required number of hours or earned the minimum amount during the 31 day timeframe.
50	Exhibit 1: Request for Proposal	17	1.11.4	Please clarify that a single capitation payment per month is paid per participant family (with the exception of CMF).	That is correct, so long as the total capitation payments do not exceed 60% of the maximum budget amount. The contractor is required to serve all participants, including CMFs and enrollees in excess of the enrollment quantity in the cost proposal for capitated rate.
51	Exhibit 1: Request for Proposal	17	1.11.4	Page 17 states that participant families enrolled in the W-2 placement type of CMF are only included in the monthly capitated amount for a maximum of three consecutive months. W-2 Manual 7.2.3.2 requires agencies to provide CMF services for at least 12 months. Will this policy be changed to three months? If not, is it correct to assume that a contractor will not be paid for delivering W-2 follow-up services for up to nine additional months	The policy will not change. Agencies can earn performance payments for individuals in CMF beyond the third consecutive month but not capitated payments.

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				for a family in a CMF placement except through earned performance payments?	
52	Exhibit 1: Request for Proposal	17	1.11.4	How are W-2 applicants being captured for the capitation payments?	They are not. We are only looking at participant families served during the month.
53	Exhibit 1: Request for Proposal	17	1.11.4	How will the number of applicants for EA and JALs be captured for the capitation payment?	They won't be. See Exhibit 1, Section 1.11.4
54	Exhibit 1: Request for Proposal	17	1.11.4	"CMF are only included for a maximum of three (3) consecutive months". Please confirm that this is an episode maximum.	This is a per episode maximum.
55	Exhibit 1: Request for Proposal	18	1.11.4	The RFP document indicates that funds can be requested to be transferred from the capitated enrollment cost allocation to the performance allocation but not the reverse. What about between the categories within the performance allocation amounts - Job Attainment, Long-Term Attainment, High Wage Attainment, Retention Attainment, SSI/SSDI Attainment (i.e. can over-attainment in one category be compensated by under-attainment in another category)?	No. We consider all outcome categories to be important to the program and do not wish to reward failure in one area by allowing those unearned funds to be used elsewhere.
56	Exhibit 1: Request for Proposal	19	1.11.5	Can case numbers and performance standards be tracked on a county-by-county basis?	We will track case numbers and performance by county for each Geographical Area.
57	Exhibit 1: Request for Proposal	19	1.11.5	If your enrollments are less due to the economy and it is transferred to performance payments, can it only be earned through increased quantity or can the per unit price increase (during the contract)?	This may be part of the negotiation.

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58	Exhibit 1: Request for Proposal	19	1.11.4	Page 19 The Department reserves the right to unilaterally change the enrollment level based on the availability of funds for benefits or other unforeseen program changes. Besides availability of funds, can you give examples of unforeseen program changes?	There could be legislative actions at either the state or federal level that change the program. There could also be natural disaster or massive layoffs.
59	Exhibit 1: Request for Proposal	19	1.11.5	What are the penalties for failure to meet the performance standards? For example, is it a 1 to 1 relationship where meeting 100% of the standard means 100% funding, meeting 50% of the standard means 50% of the funding, and meeting none of the standard means no funding. For example, is it a step function where meeting 0 to 50% of the standard means 60% of the funding, meeting 51% to 75% of the standard means 80% of the funding, meeting 76% to 90% of the standard means 95% of the funding, and anything above 91% of the standard means 100% funding	The 2013 contract is very different from past contracts. This contract pays for capitation and individual performance outcomes. Payments are not based on achievement of a percentage of performance; they are based on the number of specific outcomes achieved. For example, if the Contractor assists a parent in securing employment that meets the conditions in the RFP, it earns the amount for one job attainment in its cost proposal or in the best and final offer, if different.
60	Exhibit 1: Request for Proposal	19	1.11.5	Page 17, Why would the State impose stricter Performance Measures than that of the Federal Standards? Will the State keep performance funds that may meet the federal standards?	The Department is not imposing stricter performance measures than the Federal Standards. The state does not earn performance funds from the U.S. HHS.
61	Exhibit 1: Request for Proposal	19	1.11.5	Would the State consider cost proposals that measure performance outcomes as a percentage of total enrollment, rather than a numeric quantity? For example, 2% of total enrolled participants achieve the Job Attainment outcome rather than	No.

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				809 participants.	
62	Exhibit 1: Request for Proposal	19	1.11.5	The current W-2 Manual and Operations Memoranda are based on the existing vision for the W-2 program which supports a cost reimbursement model. The new RFP calls for a performance-based model. Given this shift, will there be significant revision of W-2 program policies that will ensure they align more closely with the performance-based model (which strongly emphasizes employment and personal responsibility), and if so, will those program policies be in place by 1/1/13? Assuming program policies will be modified to support the new performance based model, will those policies remain stable during the entire contract	The Department believes that the current W-2 Manual and Operations Memos support a performance based model, however it will work with the selected contractors during the transition period after the contracts are signed to clarify policies if that is required. Because there are contractors which appear to be able to achieve many of our desired outcomes currently, we do not believe current program provisions are a barrier to successful performance based contracting.
63	Exhibit 1: Request for Proposal Exhibit 1:	19	1.11.5	period? Is there performance information by contractor for the current year and last year for the following? Work Participation Rate Job Attainment Long -Term Participant Job Attainment High Wage Job Job Retention SSI/SSDI Attainment Exhibit 1, Page 22. 1.11.5.4 a.	No. Current performance measures are different from the performance expectations for 2013. This means the W-2 case was open
	Request for Proposal			vi. All verification submitted by the Contractor was received by the Contractor while the individual had an open W-2 placement and was in the same W-2 episode as the first day of employment. What does this mean? In particular,	when you collected the information. A W-2 episode is defined as the time between the W-2 Begin Date and the W-2 End Date. A person may have multiple episodes on W-2.

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				what is a W-2 episode?	
65	Exhibit 1: Request for Proposal	19	Table 2	Will capitated payments be made based on monthly unduplicated case counts (Exhibit 1, page 19)?	Yes, within an agency.
66	Exhibit 1: Request for Proposal	19	Table 2	Our agency completed an analysis by zip codes within CARES to assess participation by regions within Milwaukee. Our review indicates a substantially higher volume (21%) in one region than the 39,475 per region listed in the RFP. We would like guidance on the State's expectation for handling the higher volume of caseload as the RFP clearly indicates only 60% can come from capitated payments; however, if caseload volumes exceed those defined, will the agency be allowed to cap services as outlined in our solution.	Final enrollment levels and capitated rates will be negotiated during the best and final negotiations. Individual contractors will not be permitted to cap services.
67	Exhibit 1: Request for Proposal	19	Table 2	There is a \$22,000 difference between calculating 60% of the total funding available for the Northwest area and multiplying the 5300 enrollment x \$193 I table 2 - which yields a 58+% actual figure. Please advise as to using the actual 60% calculation vs. the figures in Table 2 for the application.	The proposal for Capitated amount may not exceed 60% of the maximum budget for the area. That is the amount to use.
68	Exhibit 1: Request for Proposal	19	Table 2	The RFP states (page 19) "Proposers will receive higher scores for proposing a larger quantity and a lower price for each of the performance outcomes listed in Table 2"; however, there	Table 2 references Capitation Payments, not Performance Payments. Sentence is corrected to read: "Proposers will receive higher scores for proposing a larger quantity and a lower price

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				do not appear to be any outcomes listed in the Table 2 referenced - can DCF please clarify this statement?	for each of the target levels listed in Table 2."
69	Exhibit 1: Request for Proposal	19	Table 2	Why is the target price per W-2 case for the Western region so much higher than all of the other W-2 regions?	Because the Western Wisconsin Geographical Area is smaller than the others, with a lower caseload, we believe the organizational structure needed to provide the full range of W-2 services throughout that area will be higher on a per capita and per outcome basis.
70	Exhibit 1: Request for Proposal	19	Table 2	Can DCF confirm that the anticipated monthly caseload for each of the four Milwaukee County regions will be 3,290 per the chart on page 19 of Exhibit 1?	The total anticipated caseload for Milwaukee County has been divided by four because each of the 4 Geographical Areas within Milwaukee County currently has nearly equal caseload. Each proposer must assess, based on its experience and its independent research (if necessary), whether the caseload over the term of the contract is likely to experience disproportional growth or decline.
71	Exhibit 1: Request for Proposal	19	Table 2	On page 19 of the RFP document; the enrollment figures in Table 2 are duplicated annual case counts. Can DCF confirm that the duplication is that a single case may be included in the annual count up to 12 times based on their monthly enrollment, and not that the case is counted twice in a month? If a participant exits the program due to loss of contact, but returns within the 30 day period will that participant	Yes, a single case may be included up to 12 times. A case may also be counted twice in a month if the same participant family was served by more than one contractor.

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				be counted in the enrollment twice?	
72	Exhibit 1: Request for Proposal	20	1.11.5	Exhibit 1, Page 20. Contractor is responsible for verifying outcomes for the performance payments. What constitutes (or is acceptable as) verification for each of the outcomes?	The Department expects the contractor to define in a Standard Operating Procedure how they will verify each outcome. The Department expects pay stubs, letters from the Social Security administration, etc. will be acceptable.
73	Exhibit 1: Request for Proposal	20	1.11.5	What verification methods for employment and retention are accepted?	The Department expects the contractor to define in a Standard Operating Procedure how they will verify each outcome. The Department expects that such items as pay stubs will be acceptable.
74	Exhibit 1: Request for Proposal	20	1.11.5	The RFP has the case numbers and performance standards in total for each region. Is the same information broken-out by county in those respective BOS regions?	No, it is not broken out by county in those respective BOS regions.
75	Exhibit 1: Request for Proposal	20	1.11.5	Would the Department consider changing the claims submission due date to the 5th business day to allow for end of the month documentary verification to be input into ECF?	No. Contractors can submit claims anytime during the year the claim was earned. The closing date is based on standard procedures in the Department's Bureau of Finance across a wide range of programs and will not be modified just for W-2.
76	Exhibit 1: Request for Proposal	20	1.11.5	Exhibit 1, P. 24 - How will the contractor receive/gather the information necessary to verify performance outcomes related to wages, new hires, etc.? Will this data be available through data extracts from the Department of Revenue or will the contracted	The contractor will maintain responsibility for collecting the documentation to verify payment outcome claims.

Line #	Exhibit	Page #	Section	Question	Answer
				<pre>vendor maintain responsibility for collecting?</pre>	
77	Exhibit 1: Request for Proposal	20	1.11.5	Will there be state reports in WEBI to show providers what pay points have been accepted?	Yes
78	Exhibit 1: Request for Proposal	20	1.11.5.1	Is there a limit to submitting claim for secured employment? Example: W-2 participant obtains employment 1/15/13, can the claim be submitted 5/1/13 if it took longer time to obtain the verification to submit?	Yes, as long as the case was still open in the same episode when the contractor obtained the verification.
79	Exhibit 1: Request for Proposal	20	Table 3	The minimum Job Attainment is 809 and the minimum Job Retention is 944. Since the minimum Job Retention is higher than Job Attainment, please explain the correlation between these two measures.	An individual may not meet the criteria for a Job Attainment but may meet the criteria for a Job Retention payment. It is possible that a person who got a job did not earn enough or work enough hours in the 31 days following placement, but they did work enough or earn enough in the 93 days. The target quantities for Job Attainment and Retention were determined based on historical data and projected program improvements as a result of the changes in the 2013 RFP.
80	Exhibit 1: Request for Proposal	20	Table 3	The Northwest Goal for Job Attainment is 164, but the Goal for Retention is 210. It would appear to be impossible to attain that level of Job Retention with a significantly lower level of Job Attainment. The Northwest region has a decidedly disproportionate	An individual may not meet the criteria for a Job Attainment but may meet the criteria for a Job Retention payment. It is possible that a person who got a job did not earn enough or work enough hours in the 31 days following placement, but they did work

Line #	Exhibit	Page #	Section	Question	Answer
				ratio of Retention exceeding Job Attainment compared to any other area. Can you explain these inconsistencies?	enough or earn enough in the 93 days. The target quantities for Job Attainment and Retention were determined based on historical data and projected program improvements as a result of the changes in the 2013 RFP.
81	Exhibit 1: Request for Proposal	20	Table 3	Is the target Price per region multiplied by the performance outcomes on Exhibit 1: Table 3 supposed to equal 40% of the proposed contract value? Please confirm.	No.
82	Exhibit 1: Request for Proposal	21	1.11.5.1	Exhibit 1, Page 21. It says all transition expenses should be reported with the initial expenditure report. Does this mean transition costs will be reimbursed from the proposed contract budget?	No, this is not a reimbursement based contract. However, Contractors may be able to recover their transition costs over time through the capitated payments and performance outcome payments. The Department does not guarantee the recovery of those costs.
83	Exhibit 1: Request for Proposal	22	1.11.5.4	The RFP p. 22 specifies that the Long-Term Participant Job Attainment Performance Outcome applies to eligible parents carried in who have used more than 24 months on the state clock with 6 or more months used in 2012. Will this performance outcome continue in 2014, 2015 and 2016, or is it only applicable to the 2013 program year?	It is only applicable in 2013.
84	Exhibit 1: Request for Proposal	22	1.11.5.4	Can a contractor be paid more than once for the same individual, in different categories. Example-	Yes

Line #	Exhibit	Page #	Section	Question	Answer
				first for job attainment, then for high wage, then for job retention.	
85	Exhibit 1: Request for Proposal	22	1.11.5.4	In a two parent household, can you get credit on a pay point for the 2nd parent (i.e. the one that is not placed)?	Yes, eligible parents can get credit for pay points.
86	Exhibit 1: Request for Proposal	22	1.11.5.4	If an applicant is off of work because they had a baby, they are placed in a CMC, provided services, then return to their job after the CMC placement ends, can that job be counted as a job attainment?	No.
87	Exhibit 1: Request for Proposal	22	1.11.5.4	Is it possible to get a high wage without first meeting the job attainment?	Yes, it is possible. There may be circumstances where a job meets the job attainment definition, but an agency already received the job attainment claim for that individual in that 12 months. The second job then meets the high wage outcome. A contractor can submit a claim for high wage.
88	Exhibit 1: Request for Proposal	22	1.11.5.4	Exhibit 1, Page 22. 1.11.5.4 b. First sentence says that this is to encourage agencies during the "first year" of contracting. Does that mean that this performance outcome is only for the first year of the contract?	Yes, this performance outcome is only for the first year of the contract.
89	Exhibit 1: Request for Proposal	22	1.11.5.4	Is long term participant attainment only a 2013 performance outcome? Is it allowable to use the dollars associated with this outcome on 2013 toward other outcomes for 2014, 2015, and 2016? Can the agency propose to continue use of this as an outcome in '14,	Yes. Once payments are earned, the agency can spend as they see fit.

Line #	Exhibit	Page #	Section	Question	Answer
				'15 and '16?	
90	Exhibit 1: Request for Proposal	22	1.11.5.4	Please confirm that the requirement that "the Contractor has verified that the Contractor has not received another long-term participant payment for the individual" is not required during the first 12 months of this contract.	This does apply during the first 12 months of this contract.
91	Exhibit 1: Request for Proposal	22	1.11.5.4	1.11.5.4(b)(ii) - What is the payment time-frame for the long-term participant job attainment (once per lifetime or some other timeframe)? If only once per lifetime, how will a different W-2 agency know that a long-term participant job attainment was already paid out to another W-2 consortium for that particular participant?	This payment will only be made when an individual who meets the criteria for Long Term Participant obtains employment in 2012. Claimed outcomes will be in CARES
92	Exhibit 1: Request for Proposal	22	1.11.5.4	How does that impact the verification of the job attainment pay point?	This means the W-2 case was open when you collected the information. A W-2 episode is defined as the time between the W-2 Begin Date and the W-2 End Date. A person may have multiple episodes on W-2.
93	Exhibit 1: Request for Proposal	23	1.11.5.4	How was the high wage at placement standard arrived at? Wouldn't earned income per month be a better indicator of self-sufficiency? A client working at 110 hours per month at \$11 per hour would be better off financially at a full time job at \$8.00. In addition, FT employment usually offers more possibilities	The high wage placement standard is based on the top 15% of historical W-2 wages. We discussed a number of options for the high wage, and wages in the top 15% is what we decided to use.

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				for paid benefits. In addition there is a wide variation in potential high wage at placement potential within counties in our region.	
94	Exhibit 1: Request for Proposal	23	1.11.5.4	Please confirm that the requirement that "the Contractor has verified that the Contractor has not received another High Wage payment for the individual in the 12 months prior to the employment begin date" is not required during the first 12 months of this contract.	It is possible that an individual who obtains a high wage job in January could leave that job, return to W-2 and obtain another high wage job in the first 12 months. For that reason, agencies must always confirm that they have not already received an outcome payment for that individual during the previous 12 months.
95	Exhibit 1: Request for Proposal	24	1.11.5	What is the rationale for the target for "retention attainment"? For example: table 3: Northwest region has 164 as a target for Job attainment and 210 for retention.	It is possible that a person who got a job didn't earn enough or work enough hours in the 31 days following placement, but they did work enough or earn enough in the 93 days.
96	Exhibit 1: Request for Proposal	24	1.11.5.4	Please confirm that the requirement that "the Contractor has verified that the Contractor has not received another Job Retention payment for the individual in the 12 months prior to the employment begin date" is not required during the first 12 months of this contract.	It is possible that an individual who obtains a job in January could leave that job more than 93 days after, return to W-2 and obtain another job that is retained for 93 or more days in the first 12 months. For that reason, agencies must always confirm that they have not already received an outcome payment for that individual during the previous 12 months.
97	Exhibit 1: Request for Proposal	24	1.11.5.4	If you carry in an employed participant, can you get a retention pay point? Must they be employed the full 93 calendar days after January 1?	No.

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98	Exhibit 1: Request for Proposal	24	1.11.5.4	Can you explain the rationale for why the job retention pay point quantity is higher than the job attainment pay point?	An individual may not meet the criteria for a Job Attainment but may meet the criteria for a Job Retention payment. It is possible that a person who got a job did not earn enough or work enough hours in the 31 days following placement, but they did work enough or earn enough in the 93 days.
					The target quantities for Job Attainment and Retention were determined based on historical data and projected program improvements as a result of the changes in the 2013 RFP.
99	Exhibit 1: Request for Proposal	25	1.11.5.4	used for SSI/SSDI performance measure? Does the 60-day period begin at application date?	The Department will use information from the SSA Data Exchange and agency scanned letters from SSA as verification. No, the 60 day period does not begin at the application date. The 60 day period begins at the date the SSI Advocacy services activity is entered in CARES. It is the department's intent to pay agencies for outcomes achieved through their efforts, not as a result of the independent efforts of individual participants.
100	Exhibit 1: Request for Proposal	25	1.11.5.4	Information was inadvertently omitted from the RFP.	Page 25, Performance Outcomes, 1.11.5.4. d, Job Retention, added text: vi. All verification submitted by the Contractor was received by the Contractor while the individual had an open W-2 placement and was in the same W-2

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					episode as the first day of the employment.
101	Exhibit 1: Request for Proposal	25	1.11.6	1.11.6 - Are the payments received and paid for under this portion of the contract considered a "bonus"? Specifically, can these funds be used for any purpose the W-2 agency would like to use them for or are there restrictions on their use?	If costs are below revenues from fixed price payments the margin can be kept as unrestricted funds.
102	Exhibit 1: Request for Proposal	25	1.11.6	Please clarify if payments for meeting WPR are included as part of the maximum annual budget amount?	Payments for meeting the WPR are not included in the maximum budget.
103	Exhibit 1: Request for Proposal	25	1.11.6	Exhibit 1, Page 25. 1.11.6 What is the current performance by region for federal all family work participation rates? (compared to 50% goal in RFP) How will this be measured and reported? (What is excluded?)	Please see Table 3 in each Geographical Area Information Description. Links can be found in Exhibit 1, Section 1.4.1 and 1.4.2 and on the BOS and Milwaukee maps. For a description of how this will be measured and reported please see the Work Verification Plan. The link is in Exhibit 1, Section 1.11.6.
104	Exhibit 1: Request for Proposal	25	1.11.6	Ref. 1.11.6 "Contractors who meet federal WPR will be eligible for additional funding above the maximum budget amount.	The Federal Work Participation Rate fee is not included in the maximum budget.
105	Exhibit 1: Request for Proposal	25	1.11.6	Will agencies be provided training or more specific information/reports on the work participation rates?	There are current reports in WebI. We will be reviewing all reports and updating as needed.
106	Exhibit 1: Request for Proposal	25	1.11.6	Quarterly Performance Payments. Please provide the current WPR by RFP Region. Will there be an opportunity to retroactively earn these payments for Quarter 1 and	WPR by Geographical area can be found in Geographical Area Information Descriptions Table 3 linked in Exhibit 1, Section 1.4.1 and 1.4.2. We will consider

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				2, especially if the starting point for the regional WPR is exceptionally low?	awarding retroactive payments for Quarter 1 and 2.
107	Exhibit 1: Request for Proposal	26	1.12	In Section 1.12 of the RFP it indicates that DCF may impose enrollment limits on any and all geographic regions at any time during the contract. If these limits are imposed will they be imposed by individual geographic region or is there potential that the limit could be imposed statewide, even though some geographic regions may be well within their proposed enrollments?	It may be one individual or all Geographical Areas depending upon the circumstances.
108	Exhibit 1: Request for Proposal	26	1.12	Will the centralized payments impact Wisconsin Shares and Emergency Assistance?	No
109	Exhibit 1: Request for Proposal	26	1.12	Ex 1, p.26- 1.12- DCF May impose enrollment limitsdoes this mean there would be wait lists for the applicants, or the contractor would still be required to serve everyone, but not receive payment beyond a certain amount of individuals?	The contractor is responsible for providing services for all families determined to be eligible in the Geographical Area. Contractors will receive the capitated rate in their cost proposal for the total number of participants in their cost proposal; however, the contractor must continue to serve additional eligible participants above the enrollment level in their cost proposals. Proposing to serve a higher or lower number of participants impacts how quickly the Contractor reaches the maximum budget for the capitated rate, however, the Contractor must serve all participants even after the

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					maximum budget for the capitated rate is reached. The Department may limit enrollment to control benefit costs based on availability of funds. It will not limit enrollment because the Contractor reaches the maximum budget for the capitated rate before the end of the year.
110	Exhibit 1: Request for Proposal	26	1.12	If enrollment limits are imposed at any time, can they also be lifted at any time during the contract period to enable contractors the ability to again enroll participants?	Yes
111	Exhibit 1: Request for Proposal	26	1.12	Exhibit 1, Page 26. Centralized benefits. Says DCF may impose enrollment limits. Does this mean waiting lists? What criteria will be used if there are waiting lists?	This may mean waiting lists. The Department has not yet developed any criteria for waiting lists and will not do so unless there appears to be a need to do so.
112	Exhibit 1: Request for Proposal	26	1.13	Ex.2 EA payments-it references cost reimbursement for expenses relating to EA benefits-what about staff and admin? Is that included as part of a benefit cost?	No. The RFP indicates that only EA benefit payments are reimbursed. Staff time and other costs associated with determining eligibility and issuing benefits for EA, like all other costs of determining eligibility, providing services, and administering W-2 and related programs, are included in the payment structure - contractors will cover all such costs from its payments for capitated payments, performance payments, and quarterly work participation payments. These costs should be factored into overall cost proposals.

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113	Exhibit 1: Request for Proposal	26	1.13	Pass-through Refugee benefits - will agencies be able to bill the cost associated with administration of these benefits with the new contract?	The costs related to determining eligibility for RCA and RMA are cost reimbursable.
114	Exhibit 1: Request for Proposal	26	1.13	Please confirm there is no reconciliation between cost reported on CORe to payment earned/issued as costs are not the basis for contractor payments.	The only reconciliation will be with cost reimbursable expenditures (Emergency Assistance Payments, Contracted Child Care, Refugee Cash Assistance and refugee services funded by ORR).
115	Exhibit 1: Request for Proposal	26	1.13	It appears that cost reimbursement for Emergency Assistance is for payments only. Can you clarify? Is the staffing of this function to be included in our Capitation/Performance budget?	Yes, only Emergency Assistance benefit payments will be cost reimbursed. Staffing for this function is to be covered by the capitated and performance payments.
116	Exhibit 1: Request for Proposal	27	2.3	Regarding the submission of one electronic copy of the entire proposal on CD or DVD, are offerors to include the cost proposal on the CD? If yes, and since offerors must package the cost proposal in a separately sealed envelope, do you wish the CD to be included in the original hard-copy proposal binder, with the cost proposal, or packaged in a separate envelope?	The CD/DVD should be included with the original hard copy of the proposal. The CD/DVD should include the electronic copy of the entire Proposal and Cost Proposal.
117	Exhibit 1: Request for Proposal	27	2.3	Do we need to submit 8 hard copies and an electronic copy of the cost proposal?	Proposal: One original in hard copy, one electronic and eight hard copies. Cost Proposal: One original, one electronic and one hard copy.
118	Exhibit 1: Request for Proposal	27	2.3	At the Proposer's Conference, we recall hearing that we are to submit 8 copies of the cost	Proposal: One original in hard copy, one electronic and eight hard copies. Cost Proposal: One

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				proposal, yet the RFP written instructions indicate 1 original and 1 copy. Which is correct?	original, one electronic and one hard copy.
119	Exhibit 1: Request for Proposal	28	2.4	Exhibit 1, Page 28, Section 2.4 Under Tab 2, the RFP requires that "private for-profit proposers responding to this RFP shall submit copies of their last three (3) years of tax returns." Please clarify if the State is requesting federal or state tax returns. Also, will the State consider accepting other documentation in lieu of tax returns (for example a D&B report)?	The Department is requesting federal tax returns. No, the Department will not accept other documentation in lieu of tax returns.
120	Exhibit 1: Request for Proposal	28	2.4	Do the minimum font size, 1.5" spacing, and 1" margin requirements apply to resumes, job descriptions, or tables/charts that may be used within the proposal narrative?	Yes, the font size, spacing, and margin limits apply only to response narrative. They do not apply to graphics, exhibit captions, organizations, charts and tables.
121	Exhibit 1: Request for Proposal	28	2.4	The RFP states that there is a minimum font size of 11 point. Please confirm that a smaller font size may be used in graphics, exhibit captions, organizational charts, and tables.	Yes, the font size, spacing, and margin limits apply only to response narrative. They do not apply to graphics, exhibit captions, organizations, charts and tables.
122	Exhibit 1: Request for Proposal	28	2.4	The State describes the minimum font size as 11 point. Will the State allow exhibits and captions to be a smaller font?	Yes, the font size, spacing, and margin limits apply only to response narrative. They do not apply to graphics, exhibit captions, organizations, charts and tables.
123	Exhibit 1: Request for Proposal	29	2.5	May a subcontractor be in more than one proposal for the same region?	Yes
124	Exhibit 1:	30	3	What will DCF do if no proposal	The Department will make this

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	Request for Proposal			meets the DCF requirements for a given region or if there is no proposer for a given region?	determination if necessary.
125	Exhibit 1: Request for Proposal	30	3.4	Regarding RFP p. 30, MBE certification only applies to for profit businesses. Will there be the same points weight allowance made for nonprofits that are minority led/governed to ensure equality among all proposers (for profits or nonprofits) in the proposals scoring?	No, the state has no program for non-profit minority preference.
126	Exhibit 1: Request for Proposal	30	3.4	Exhibit 1, Page 30 , Section 3.4 DCF shares a goal of placing 5% of its total annual purchasing dollars with a state-certified minority business. Please confirm that offerors can use a Wisconsin-registered WBE to meet this requirement.	The MBE spending is a goal and not a requirement. No proposer will be penalized if they do not meet the goal. At this time the state does not monitor WBE spending.
127	Exhibit 1: Request for Proposal	32	3.6	How will the Department award/recognize points earned by current vendors for performance under the current W-2 contract?	There are two reasons there are no bonus points awarded in the 2013 RFP. First, the language in the current contract* only provides for bonus points for a 2012 proposal, not 2013. Since all existing agencies were contracted for 2012 without competition, there was no "2012 W-2 proposal", and that provision of the existing contract was not triggered. Second, the Department's legal counsel has advised that the statute governing the selection process, \$49.143(1)(ar), provides that if the Department changes the Geographical Areas - which we did

Line #	Exhibit	Page #	Section	Question	Answer
					- the Department is required to use the competitive selection process under sub. (1) "regardless of whether a Wisconsin works agency has met the performance standards established by the Department under (3)." It was his opinion that this language in the statute prohibited the Department from providing any additional performance points to existing agencies in the RFP for the 2013 W-2 contracts.
					*Section 2.4 of the 2010-2011 RFP provides: "W-2 Contract Agencies will have the ability to use performance standards ratings earned in the 2010-2011 Contract as additional points in the agency's 2012 W-2 proposal."
128	Exhibit 1: Request for Proposal	32	3.6	There was no mention of how or when the points earned toward the proposal from the 2011 Performance Standards would be applied. Are the points earned still valid toward this RFP?	For two reasons, there are no bonus points awarded in the 2013 RFP. First, the language in the current contract* only provides for bonus points for a 2012 proposal, not 2013. Since all existing agencies were contracted for 2012 without competition, there was no "2012 W-2 proposal", and that provision of the existing contract was not triggered.
					Second, the Department's legal counsel has advised that the statute governing the selection process, §49.143(1)(ar), provides that if the Department changes the

Line #	Exhibit	Page #	Section	Question	Answer
					Geographical Areas - which we did - the Department is required to use the competitive selection process under sub. (1) "regardless of whether a Wisconsin works agency has met the performance standards established by the Department under (3)." It was his opinion that this language in the statute prohibited the Department from providing any additional performance points to existing agencies in the RFP for the 2013 W-2 contracts. *Section 2.4 of the 2010-2011 RFP provides: "W-2 Contract Agencies will have the ability to use performance standards ratings earned in the 2010-2011 Contract as additional points in the agency's 2012 W-2 proposal."
129	Exhibit 1: Request for Proposal	32	3.6	Exhibit 1, Page 32. Table has steps 1, 2, and 4. Was that a typo?	This section is misnumbered. It should read 1, 2, 3.
130	Exhibit 1: Request for Proposal	32	3.6	In section 3.6 (Evaluation Criteria), the RFP states the cost calculation is worth 100 points toward the capitation rate and 200 points toward the performance outcomes. Further in section 5.1.3 (Scoring the Cost Proposal) it states that each of the 5 performance outcomes is worth 40 points equally divided between price and quantity. In the example given, the proposal would receive 43 points (25 for price	Yes, a proposal can earn more than 40 points per outcome. A proposal can earn more than 200 for performance. A proposal can earn more than 100 for the proposed capitation rate. The 200 points is for proposers meeting DCF target prices and quantities on each of five pay points.

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				and 18 for quantity) for one performance outcome. Can a proposal earn more than 40 points per outcome? Can a proposal earn more than 200 points for performance or 100 points for capitation, or is there a cap on the potential points earned in any particular cost area?	
131	Exhibit 1: Request for Proposal	32	3.6	Maximum evaluation points have been assigned in Section 3.6 of this RFP. Proposers accepting the Department's targets for prices will earn 50% of these maximum points and those proposers who accept the Department's target quantities will also earn 50% of these maximum points. Proposers, who for a given performance outcome propose lower prices will receive proportionately more points on the price score above this 50% level. Proposers, who for a given performance outcome propose a greater quantity, will receive proportionately more points on the quantity score above this 50% level. Those that propose higher prices will receive proportionately fewer points below this 50% level on the price score. Those that propose lower quantities will receive proportionately fewer points below this 50% level on the quantity score.	Yes, the logic is that the Department has picked our target expectation price and quantity for each pay point. That is our maximum expectation and if the vendor selects it they get 50% of maximum point for the price and 50% of the maximum for quantity. However, if they propose a higher price and a lower quantity they get less points than if they took our position for which they get a maximum. However, if they exceed our maximum expectation and bid lower prices and higher quantity they will get additional points. Since the cost proposal is only 300 points and the narrative is 700, it is totally unlikely that any bidder will bid prices so low and quantities so high that they will make up for more than a few points they might lose on the narrative. The Department wants to leave the option open for a Proposer to propose the lowest price and highest quantity they believe they can.
132	Exhibit 1:	32	3.6	Can you earn more than 100 points	Yes, you can earn more than 100

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	Request for Proposal			on capitation rate scoring? The PPT clarified that you can earn more than 200 points for performance outcomes, but doesn't clarify for capitation, although I thought I heard verbal clarification indicating you could not. However, the formula example in the Powerpoint shows more than 100 points earned.	points on the capitation rate.
133	Exhibit 1: Request for Proposal	32	3.6	What happened to the preference points for current W2 contract agencies based on the current performance standards map?	There are two reasons there are no bonus points awarded in the 2013 RFP. First, the language in the current contract* only provides for bonus points for a 2012 proposal, not 2013. Since all existing agencies were contracted for 2012 without competition, there was no "2012 W-2 proposal", and that provision of the existing contract was not triggered. Second, the Department's legal counsel has advised that the statute governing the selection process, \$49.143(1)(ar), provides that if the Department changes the Geographical Areas - which we did - the Department is required to use the competitive selection process under sub. (1) "regardless of whether a Wisconsin works agency has met the performance standards established by the Department under (3)." It was his opinion that this language in the statute prohibited the Department from providing any additional

Line #	Exhibit	Page #	Section	Question	Answer
					performance points to existing agencies in the RFP for the 2013 W-2 contracts.
					*Section 2.4 of the 2010-2011 RFP provides: "W-2 Contract Agencies will have the ability to use performance standards ratings earned in the 2010-2011 Contract as additional points in the agency's 2012 W-2 proposal."
134	Exhibit 1: Request for Proposal	33	3.11	The language states that the Department "reserves the right to negotiate the terms of the contract." Is it the Department's intention to negotiate the terms of the contract with the highest scoring Proposer?	The answer to this question depends on the proposals received, and the Department cannot make that determination at this point.
135	Exhibit 1: Request for Proposal	36	6.1	Some bidders may have multiple contract information to share for each of these requirements where they have asked us to provide contract details to prove experience level; this will cut down on the amount of narrative we will have to fully explain what we are offering to do for them for this next contract period. Can we add a sheet to Form 7 that provides that information?	Form 7 is a listing of relevant contractors. It should not be used to answer any of the Technical Response Items.
136	Exhibit 1: Request for Proposal	18 and 26	1.11.4 and 1.13	Are we paid to process Emergency Assistance requests and payments, by the capitation process or otherwise?	Yes, by the capitated payments as described in 1.11.4 and performance outcome payments.
137	Exhibit 1: Request for Proposal			Is it the Department's intent to align the contract and Department policy with the intent of this	The Department believes the current policy aligns with the intent of this RFP. It does not

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				RFP?	view the RFP as a vehicle for making substantive policy changes to the W-2 program.
138	Exhibit 1: Request for Proposal			Is the annual amount set aside one large centralized pool or is there an amount set aside for each of the 6 Balance of State and each of the 4 Milwaukee regions?	There is one large centralized benefits pool, and the department will manage these funds as a single state-wide amount.
139	Exhibit 1: Request for Proposal			Can we have access to current W-2 program plans?	Current W-2 program plans are available for review at the Department of Children and Families. Contact Sue Handrich-Herr to arrange a time to review.
140	Exhibit 1: Request for Proposal			Can a list serve be used to send an alert when the RFP website is updated?	No. DCF will not be sending out notification when amendments are posted. Potential proposers are responsible for checking the 2013 W-2 RFP website periodically to determine if any new amendments are there. DCF has no way to guarantee that the list serve encompasses all interested parties.
141	Exhibit 1: Request for Proposal and Exhibit 5: Technical Response Items	29 of RFP and 3 of TRI	RFP - 2.4 TRI - A	This section instructs offerors to respond to Exhibit 5 requirements and to label each section with its own tab, 3A-3I. However, Exhibit 5 instructs offerors to label associated attachments (such as organizational charts and resumes) as 5.A. 5.B.1, 5.B.2 etc.) The attachment numbering configuration doesn't seem to match up with the tab naming configuration, unless perhaps offerors are to provide all attachments under a Tab 5. Otherwise, it would seem that the	Place all items under tab 3. Label attachments as indicated in the technical response items. For example: Submitted under Tab 3 A will be the narrative response to Response Item A. Organizational Capacity followed by Attachment 5.A., 5.B.1, 5.B.2 Under Tab 3 B will be the narrative response to Response Item B. Transition Plan, followed by Attachment 5C, 5.D.1., 5.D.2, etc, and 5 E. Under Tab 3 C will be the narrative responses to Response Item C. Service

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				organizational chart requested on Page 3 of Exhibit 5 should be labeled Attachment 3.A.1. and the resumes would be labeled 3.A.2, 3.A.3 etc., assuming offerors are to include these attachment directly following the section. Please clarify.	Delivery, followed by Attachment 5F, 5.G.1., 5.G,2, etc, 5 H.1., 5.H.2, etc. Under Tab 3 D will be the narrative response to Response Item D. Job Attainment. Complete subsequent sections similarly.
143	Exhibit 1: Request for Proposal and Exhibit 5: Technical Response Items Exhibit 1: Request for Proposal and Exhibit 5: Technical Response Items	29 of RFP and 3 of TRI	RFP - 2.4 TRI - A	Can DCF clarify that they would like Tab 3.I - Budget Appropriateness to be included in the technical proposal packet with the actual budget documents located at Attachment 5.I.1; 5.I.2 etc and not under separate cover with the cost proposal? What is the total amount of (Statewide) benefits allocation that is set aside for 2013, 2014, 2015, and 2016?	Yes, the Department would like Tab 3.I - Budget Appropriateness to be included in the technical proposal packet with the actual budget documents located at Attachment 5.I.1; 5.I.2 etc and not under separate cover with the cost proposal. Although benefit funding is not "set aside" for this entire period, Wisconsin uses a biennial budget system that assumes continuation of a funding base, subject to ongoing federal funds, and provides for mechanisms to make adjustments when needed. The current-law base is \$72,131,500, which was associated with an average monthly paid caseload of 12,775 when the 2011-13 biennial budget was passed. Caseloads in the current biennium have been consistently higher. Recent funding adjustments imply a CY 2013 budget level of approximately \$77,315,300, but Wisconsin currently anticipates the paid caseload will decline to the
					12,775 level and \$72,131,500 in associated funding annually

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					thereafter, subject to re- estimates in the 2013-15 biennial budget.
144	Exhibit 2: Contract	6	2	Performance Payments indicates that W-2 contractor will be paid on a per outcome attainment basis according to the proposed amount for each performance outcome. This section further indicates payments will be based on the performance outcome price when an outcome has been attained and verified. This appears in conflict with the requirement of 1.11.5.1 which indicates comprehensive expense reporting is required prior to payments being issued. Please clarify.	Reporting is not tied to the payments, except that providing timely allowable cost reports is required before contract payments will be made. This assures the department will have the reports it needs to receive TANF funds at the state level.
145	Exhibit 2: Contract	6	4	Under Payment and Reporting Terms section V.A.4 Cost Reimbursement is the only type of payment that indicates "payments will be made according to expense reports submitted to CORe". All other types of payment in this section are silent on CORe reporting. This is in conflict with V.B Reporting. Please clarify.	Reporting is not tied to the payments, except that providing timely allowable cost reports is required before contract payments will be made. This assures the department will have the reports it needs to receive TANF funds at the state level.
146	Exhibit 2: Contract	7	В	Reporting, paragraph 1. Please define comprehensive expense reporting required prior to payments being issued. What type of reporting is required for 1) capitation payments 2) fixed price performance outcomes and 3) quarterly performance fee.	Reporting is not tied to the payments, except that providing timely allowable cost reports is required before contract payments will be made. This assures the department will have the reports it needs to receive TANF funds at the state level.
147	Exhibit 2:	7	В	Reporting, paragraph 2. Quarterly	The capitated payments, the

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	Contract			payments do not appear to require CORe Reporting. This appears to be in conflict with Section V.A.6. Please reconcile or confirm.	performance outcomes payments and the work participation payments do not require contractors to enter data in CORe. What contractors are required to report in CORe is expenditures, and contractors must timely report expenditures in order to receive their contract payments.
148	Exhibit 2: Contract	7	В	In reference to the following statement: "comprehensive expense reporting is required prior to payments being issued even though costs are not the basis for contractor payments. Upon submission of timely CORe reports payments will be made monthly." Are performance payments only allotted up to expenses?	No. Payments will be based on actual capitated amounts and performance quantities, plus any cost reimbursement for Emergency Assistance Payments, Contracted Child Care, Refugee Cash Assistance and refugee services funded by ORR
149	Exhibit 2: Contract	8	5	What documentation will the contractor be required to submit with the Cost/Expenditure reports?	We will follow the same practice we have in the past regarding the Cost/Expenditure reports. Documentation will not be required at time of submittal. Documentation supporting the costs should be available to auditors on request.
150	Exhibit 2: Contract	9	8	Page 9 of the draft contract states: 3. Excess / Overpayments "The W-2 Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within 30 days of notification by DCF. Allowable costs are defined by CFR Part 225 (formerly OMB Circular A-87) and Part 230	This section of the draft contract relates only to cost reimbursable expenses (for Emergency Assistance Payments, Contracted Child Care, Refugee Cash Assistance and refugee services funded by ORR.)

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				(formerly OMB Circular A-122), 48CFR Part 31, the attachment(s) to this agreement, and/or the program policy manual. If the W-2 Contractor fails to return funds paid in excess of the allowable costs of the services provided, DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means." Will you provide clarification as to what payments this may apply to? If this related to cost reimbursement items only or does it also encompass the performance outcome payments? If we have a negotiated rate, can that rate be reviewed during the contract period and reduced? Or does that section just afford the agency the ability to recoup funds paid in excess of audited customer performance attainment numbers?	
151	Exhibit 2: Contract	9	8	Excess/Overpayments. Please confirm what is meant by "any funds paid in excess of the allowable costs of services provided under this agreement." Does this mean in excess of total contract value, capitated rate earning (60%) and performance earning (40%) or something else?	This refers only to reimbursable expenditures, i.e., Emergency Assistance Payments, Contracted Child Care, Refugee Cash Assistance and refugee services funded by ORR.
152	Exhibit 2: Contract	10	3.b	The section references a \$5,000 penalty but it is unclear how the penalty will be assessed. The language suggests that it may be	It will depend upon the circumstances of the non-compliance. Yes, penalties can be cumulative.

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				assessed either a) by incident, b) by participant, or c) by day (for each day a non-compliance goes unresolved). How will the Department determine how to assess the penalty? Can penalties be cumulative such that a single event of non-compliance might result in \$5,000 being assessed on a per incident, per participant, and per day basis? What is an example of such a scenario?	
153	Exhibit 2: Contract	10	3.b	Is it the Department's intent to penalize the agency \$5,000 for each event of reporting a false claim in addition to recouping the W-2 funds previously paid and additional fines (as suggested by the final sentence of the section)? What does the State constitute as fraud versus a billing error? Are W-2 funds to be recouped when an event is specific to an individual false claim?	The Department has the ability to do this. False documentation would be considered fraud. Addition error would be a billing error. Yes, W-2 funds will be recouped.
154	Exhibit 2: Contract	11	3	With regard to the language "DCF, where applicable, may require written assurance at the time of entering into this contract that the contractor has in force, and will maintain for the course of this contract, employee dishonesty bonding or other suitable surety instruments on a 'reasonable amount' to be determined by DCF," can DCF provide detail of amount as cost for bond needs to be included in budget?	Bond will not be required because we will not make any advance payments under this contract.
155	Exhibit 2:	13	С	The language of the section reads	This is draft language in the

					Answer
	Contract			as follows: "Data contained in the proposal, all documentation provided therein, and materials and innovations developed as a result of this contract award cannot be copyrighted or patented without written authorization from DCF." As no Department or State funds were used in the creation of the proposal nor in the development of any data or ideas contained in the proposal, please explain the Department's basis for asserting any rights in or control over intellectual property contained in the proposal.	contract and subject to negotiation with the awarded contractor.
156	Exhibit 2: Contract	18	D	Exhibit 5, Technical Response, indicates that vendors shall include an estimated annual cost for the coverage of Worker's Compensation insurance for eligible parents engaged in work experience activities. To obtain Worker's Compensation insurance coverage for W-2 participants in Wisconsin, the contractor/vendor must employ the participant, as Worker's Compensation relies on the employer/employee relationship. Please clarify that it is the Department's expectation that the contractor employ all participants assigned to work experience to meet this requirement.	The contractor/vendor is not required to employ the participant in order to obtain Worker's Compensation Insurance. The Department, and some other public and private entities, have provided Worker's Compensation insurance for years without being the employer of the participant.
157	Exhibit 2: Contract	18	D	In the draft contract provided with the RFP, section X, STATE AND FEDERAL RULES AND REGULATION	Agencies will need to supply their own insurance with the new contract. The department expects

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				subsection D. Worker's Compensation, the contract indicates that the W-2 Contract Agency shall maintain worker's compensation insurance for all eligible parents in Community Service Jobs, and Wisconsin Works Transitions positions, and those repaying their JALs through volunteer work. Will the Department continue to offer this insurance for agencies to participate in, or will the agencies need to supply their own insurance with the new contract?	the W-2 agency to provide insurance to protect both the agency and the state from liability for workplace injuries to W-2 and related programs participants. W-2 agencies may meet this requirement by carrying their own insurance or by assuring participants on work sites are covered through the worker's compensation insurance policy maintained by the work site agency. The state will not provide insurance coverage for this purpose and in the RFP has made the W-2 agency the point of responsibility for assuring all participants working or volunteering under the program are adequately covered in the event of injury. Proposers should check with their insurance provider to assure this requirement can be met.
158	Exhibit 2: Contract	18	D	Regarding Worker's Compensation for "all eligible parents in Community Service Job, and Wisconsin Works Transition positions, and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work, "since these are not agency employees (See sec 8 of State of Wisconsin Standard Terms and Conditions), what is the process for the Worker's Compensation insurance? Will the State provide the	Agencies will need to supply their own insurance with the new contract. The department expects the W-2 agency to provide insurance to protect both the agency and the state from liability for workplace injuries to W-2 and related programs participants. W-2 agencies may meet this requirement by carrying their own insurance or by assuring participants on work sites are covered through the worker's compensation insurance policy

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				coverage with the premiums being charged to the agencies?	maintained by the work site agency. The state will not provide insurance coverage for this purpose and in the RFP has made the W-2 agency the point of responsibility for assuring all participants working or volunteering under the program are adequately covered in the event of injury. Proposers should check with their insurance provider to assure this requirement can be met.
159	Exhibit 2: Contract	18	D	Can DCF provide the statutory language surrounding the requirement that vendors provide workers compensation for all eligible parents in Community Service Job, and Wisconsin Works Transition positions, and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work per page 18 of the DRAFT contract? Per Wisconsin workers compensation law, we are unable to find language that authorizes workers compensation coverage for an individual who receives no compensation for his/her services.	Community Service Job is covered under 49.147(4)(c) and W-2 Transitions is covered under 49.147(5)(c). The CSJ and W-2 T participants are considered employees of the W-2 agency for purposes of worker's compensation coverage except to the extent that the person for whom the participant is performing work training activities agrees to provide worker's compensation coverage. See section 102.07(11), Wis. Stats., which provides "The department [of workforce development] may by rule prescribe classes of volunteer workers who may, at the election of the person for whom the service is being performed, be deemed to be employees for the purposes of this chapter. Election shall be by endorsement upon the worker 's

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					compensation insurance policy with written notice to the department. In the case of an employer exempt from insuring liability, election shall be by written notice to the department. The department shall by rule prescribe the means." See also Chapter DWD 270, Wis. Adm. Code, relating to Worker's Compensation coverage for volunteer workers.
					The department expects the W-2 agency to provide insurance to protect both the agency and the state from liability for workplace injuries to W-2 and related programs participants. W-2 agencies may meet this requirement by carrying their own insurance or by assuring participants on work sites are covered through the worker's compensation insurance policy maintained by the work site agency. The state will not provide insurance coverage for this purpose and in the RFP has made the W-2 agency the point of responsibility for assuring all participants working or volunteering under the program are adequately covered in the event of injury. Proposers should check with their insurance provider to assure this requirement can be met.
160	Exhibit 2:	18	D.	Please clarify the levels and	A copy of the current policy can
_ 5 5	Contract		_ ·	types of worker's compensation	be found at:

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				insurance that vendors are expected to provide for work experience participants. Can the State provide any information on their current types of worker's compensation coverage that is provided to work experience participants today and carrier? We expect there to be great variability in pricing from insurance vendors due to obtaining coverage on a smaller sized insurance pools (i.e., caseloads by individual region) than might exist today?	http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/aon insurance tisk mgmt svcs proposal.pdf
161	Exhibit 2: Contract	20	XI	The Draft Contract p. 20 refers to DCF MBE Program Awareness, Compliance & Action Plan, the contract indicates that this will have been submitted with the proposal, but nowhere in the Technical Response Items is such an Action Plan addressed or requested. Please clarify.	This is a draft contract. This provision will be removed.
162	Exhibit 2: Contract	22	XIV	Will the final contract have an out clause similar to the current contracts where it's 120 days?	Yes.
163	Exhibit 2: Contract	27	12	Would the State agree that the contractor would not be obligated to indemnify for the State's breach of contract, negligence, recklessness, or intentional misconduct?	DOA is the state's contracting authority and they typically do not allow us to include language in a contract limiting a contractor's liability in proportion to the liability of other parties to the contract.
164	Exhibit 2: Contract	28	19	Would the State clarify that the contractor retains ownership of (i) work developed prior to the	We cannot make that determination without considerable discussion of what work such language would

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				effective date of the contract (i) work developed with private funds, and without federal funds, (ii) general know-how, and (iii) proprietary standard operating procedures?	cover. A winning proposer may request to negotiate the specifics regarding state use of work product developed prior to our outside of the contract as part of best and final offer negotiations.
165	Exhibit 2: Contract	30	33	Please confirm that a performance bond is not required on this opportunity.	A performance bond is not required to submit a proposal, however, it may be requested at the Department's discretion prior to or after the contract award is announced.
166	Exhibit 2: Contract	30	33	DCF indicated during the proposer conference that the bond language on page 11 of the DRAFT contract was not applicable to this contract; is that also true for the performance-based bond language on page 30 of the DRAFT contract?	The DRAFT contract has not been finalized, so a change to the bond language may be negotiated after intended awards are announced.
167	Exhibit 2: Contract	30	33	In the Draft Contract p. 30 related to Performance-Payment Bond, when will the referenced attachment be available?	The DRAFT contract has not been finalized, so a change to the bond language may be negotiated after intended awards are announced.
168	Exhibit 2: Contract	30	33	Draft Contract - Bonds. Performance Payment Bond. Can DCF clarify if pass-thru should be included and can it be based on annual amount which is defined as opposed to 4-year contract term?	The DRAFT contract has not been finalized, so a change to the bond language may be negotiated after intended awards are announced.
169	Exhibit 2: Contract	31	4	Referring to the Draft Contract p. 31, Item 4, Contractor Personnel, the state has set forth nebulous standards of excluding individuals as employees of contractors or sub-contractors based on the term "undesirable." This is not a	This is standard language from DOA used statewide in service contracts. The state reserves the right to control its premises. This language makes it clear that a person's status as a contractor, or as the employee or

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170	Exhibit 2:			legally enforceable standard for excluding an individual from being on state property, much less being employed in the W-2 program. It appears that the individual, so excluded, would not even have to possess a criminal record. This would put the contractors and the state in a position of potentially violating federal and state laws. Why was this provision inserted into the contract, how can the state sustain its constitutionality, and how can it be enforced? Item 5 on p. 31 is concerning as well.	subcontractor of a contractor, does not confer any right to unlimited access to state property. The state may limit access to its premises whenever it determines such access is undesirable. Examples where the state may determine that access is not desirable, include, but are not limited to, situations in which there is limited space and additional people cannot be accommodated; when access is requested outside of normal state business hours; when access is sought by specific individuals who pose a risk of disrupting the state's workplace; when the state determines individual pose a safety risk to state employees; or when individual seek access to restricted areas when they do not have security clearance. Most state facilities are secure, and decisions whether individuals can enter are made routinely and on an ongoing basis, both with respect to members of the public and to individuals who do business with the state under contract. This language is not unenforceable and provides a defined mechanism for the contractor to determine in advance whether its employees will be permitted to access state property to carry out functions relating to this contract. No, a new DRAFT contract will not
1,0				Page 53 of 77	110, a now brane conclude with not

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	Contract			contract will be posted to the RFP website, and when that revised DRAFT will be posted?	be posted. The version in the RFP is provided as an example. The final version shall be the result of negotiations with the awarded vendors.
171	Exhibit 2: Contract			In the event of a conflict, which will take precedence: 1) the Contract Agreement; or, 2) State of Wisconsin Standard Terms and Conditions?	Contract Agreement entered into between the parties. The draft contract in the RFP has no place in the order of precedence.
172	Exhibit 2: Contract			Would the State agree to excuse performance by the contractor as a result of any event beyond the reasonable control of contractor, including but not limited to strikes, telecommunications outages, and terrorist acts, so long as performance is excused only to such extent and duration as is reasonably necessary? Would the State agree that neither party shall be liable for delays in performance, or the inability to perform, arising out of causes beyond its reasonable control and without its fault or negligence?	No. Problems of this nature should be reported immediately to the department so that an alternative method of assuring uninterrupted services to W-2 applicants and participants will be maintained.
173	Exhibit 2: Contract			Under the 2010-2012 contract, the State has a Risk Protection Adjustment "designed to allow unique circumstances related to the unemployment rate of each county to be considered by the Department. The Department will apply the Risk Protection Adjustment to all agencies with an averaged unemployment rate greater than 5%." Will the department have a similar Risk Protection	No, there will be no risk protection adjustment. Contractors will be paid only for outcomes actually achieved, and neither the number of outcomes nor the contracted payment for each outcome will be adjusted to account for "unique circumstance related to the unemployment rate of each county."

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				Adjustment for this contract— protecting agencies against extreme unemployment fluctuations— and will it apply to all of the employment-related performance standards?	
174	Exhibit 3: Scope of Work	5	II	Does the participant choice policy remain in effect in the new contract?	The 2013 contract will not include participant choice.
175	Exhibit 3: Scope of Work	5	II	Will participants living in a service region be required to work with the awarded vendor in that region, or, will the current contract's 'participant choice' policy still exist within the new (1/1/2013 - 12/31/2016) contract period?	The 2013 contract will not include participant choice.
176	Exhibit 3: Scope of Work	5	II	In Milwaukee, will there be participant choice, or must W-2 participants be served by the agency located within the region they reside?	The 2013 contract will not include participant choice.
177	Exhibit 3: Scope of Work	5	II	Does choice apply to all areas state-wide?	There is no participant choice for the 2013 contract.
178	Exhibit 3: Scope of Work	5	II	Will Participant Choice be removed prior to the 2013 contract?	It will be removed effective with the begin date of the 2013 contract. There is no plan to remove it prior.
179	Exhibit 3: Scope of Work	5	II	Can individuals apply for W-2 anywhere in the region or do they need to apply in the county they reside in?	Individuals need to apply in the region they live it; they are not required to apply in the county of residence. If an agency has multiple offices in a geographical area, any resident of the geographical area may apply in any office.

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180	Exhibit 3: Scope of Work	6	В.5	There seems to be confusion in Exhibit III, B.#5 between Emergency Assistance Grants and Emergency W-2 Payments. The reference in the RFP is to 3 a. which describes Emergency Assistance Grants not Emergency W-2. The appropriate reference should be Chapter 19 of the W-2 Manual. With additional discussion regarding the participant's emergency condition being related to housing, the EAG reference would be appropriate.	The reference listed was an error. The correct reference is W-2 Manual, Chapter 19. http://dcf.wisconsin.gov/w2/manual /default.htm
181	Exhibit 3: Scope of Work	6	II	Are the flowcharts in the SOW prescriptive or provided as a reference?	Pg. 4 of SOW states the flowcharts are "provided as examples" and are not to be interpreted as directives. The flow chart may be helpful in understanding the sequence in which activities in the SOW occur.
182	Exhibit 3: Scope of Work	8	II	Please describe the sanction process including timelines for customers failing to participate and the involvement of the W-2 contractor in that process.	Current W-2 sanction policies are described in Chapter 11 of the W-2 Manual.
183	Exhibit 3: Scope of Work	9	II	3 C #14 indicates participants can request all or part of their W-2 check as a vendor payment. Under what conditions would that occur? I've never heard of that before	Nothing in the RFP changes current policy or procedure for benefit issuance. This is covered in the current benefit issuance manual located in the W-2 Manual Appendices. http://dcf.wisconsin.gov/w2/manual/default.htm
184	Exhibit 3: Scope of Work	10	II	Clarification on agencies not applying a payment reduction when EP is not valid. What if the	Policy requires that when scheduling EP review appointments the agency must build in enough

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				client didn't show for their EP appt.? It takes sometimes a few weeks to get the case closed then due to case closure process and so are they eligible for benefits if the EP is not valid because it expired?	time to allow for a missed appointment and the case closure process.
185	Exhibit 3: Scope of Work	15	II	Regarding trial jobs - please explain how the wages are subsidized if the employers pays the participant a wage comparable to regular employees in similarly classified positions.	The W-2 Contractor pays up to \$300 dollars to the employer. See W-2 Policy Manual, Chapter 7.
186	Exhibit 3: Scope of Work	16	II	How long are the follow up case management services expected to last, once a person finds employment beyond the 31 days listed in the performance outcomes section (Exhibit 3, Part F-#15, pg 16)?	Policy requires follow up case management services be provided for a minimum of 12 months.
187	Exhibit 3: Scope of Work	19	II	Does the contractor need to monitor work experience participation?	Yes
188	Exhibit 3: Scope of Work	20	II	The statute language on Community Steering Committees reads "The Wisconsin works Agency shall recommend the members of the committee to the CEO of each county served by the Wisconsin Works agency. The CEO of each county shall appoint the members of the committee." Please advise how this is expected to work in Milwaukee.	In Milwaukee each contractor will be required to have a Community Steering Committee that is appointed by the CEO of Milwaukee County.
189	Exhibit 3: Scope of Work	20	II	Also, the points related to the committee's role go 1-8 and then skip to10. Is there an item 9?	Statutes are generally renumbered by the Revisor of Statutes when they are amended or partially

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					repealed. We agree there appears to be no "item 9", however questions about statutory history should be addressed with your legal advisor if this raises concerns for your agency on how to respond to the RFP.
190	Exhibit 3: Scope of Work	20	II	The first bullet point in the Make W-2 Information Available According to Statutes section requires that the Offeror maintain a monthly report in a format determined by the Department at its office showing the names of all persons receiving benefits including the amount paid during the preceding month. [See Wis. Stat. 49.32(9)]Is the State or the Offeror expected to create and maintain this report? If it is the Offeror, is this information the same as the information found in CARES or a separate database that the State expects the Offeror to maintain?	The Contractor shall create a report in a format determined by the Department. This information can be extracted from CARES.
191	Exhibit 3: Scope of Work	20	II	What is the expectation, if any, for the administration of W-2 Steering Committees after January 1, 2013. Will there be regional W-2 committees in lieu of the county appointed committees.	The statute remains the same. The Department is working to change the statute. The Department will work with the Contractors on how to resolve this issue if we are not successful in changing the statute.
192	Exhibit 3: Scope of Work	20	II	What is the requirement for a CSC? One per contract or per location? Are the statutes for a CSC still the same with Chief County Elected Officials appointing members? CSC can only	The statute remains the same. The Department is working to change the statute. The Department will work with the Contractors on how to resolve this issue if we are not successful in changing the

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				have 12-15 members?	statute.
193	Exhibit 3: Scope of Work	21	III	What percentage of parents/applicants are refugees? Please specify by region.	This information was updated in the Geographical Area Descriptions.
194	Exhibit 3: Scope of Work	22	II	Scope of Work p. 22, Section D, "manage refugee assistance programs" indicates the section applies to balance of state and northwest and Southern geographical areas of Milwaukee county. Exhibit 5, Technical Response Items, pg. 9, Section G assigns 60 points to questions around serving refugees. How does this question apply to west and east central Milwaukee regions given the exclusions noted in the SOW?	Proposer's submitting a proposal for the East Central or West Central areas should submit a response to items G1., G3., G4., G5., and G 6.
195	Exhibit 3: Scope of Work	22	III	Exhibit 3, P. 22 Item c. 1 How are the child care programs operated within the W-2 agency locations currently being paid for? Is separate funding available to those vendors who chose to operate contracted child care under this contract or must it supported through the W-2 payments?	Current child care programs operated within the W-2 agency locations are funded with contracted child care funds. There is separate funding for contracted child care.
196	Exhibit 3: Scope of Work	22	III	Contracted child care centers- "all have to be eligible for W2" Does this mean specifically receiving W2? Or meeting the income guidelines for W2 and/or Wisconsin Shares?	It is not intended that W-2 reimburse costs associated with participants in other programs who are not either enrolled in W-2 or in the process of eligibility determination for W-2.
197	Exhibit 3: Scope of Work	22	III	What are the primary countries of origin for refugees?	Nepal, Bhutan, Iraq, Somalia, Myanmar (Burma)

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198	Exhibit 3: Scope of Work	22	III	The solicitation references refugee services being provided in the Northern and Southern areas of Milwaukee. Will refugee services be provided in West Central and East Central?	Not during the 8 month refugee benefit period. See Exhibit 1, Section 1.3.3
199	Exhibit 3: Scope of Work	22	III	Please clarify what role, if any, the contractors will play in Refugee Medical Assistance, beyond eligibility determination.	The only other role will be to make sure that any refugee employed during the RMA 8-month eligibility period does not lose health benefits during that period. That is, if employment results in discontinuance of eligibility for MA benefits, the refugee is immediately transferred to RMA benefits-eligible status.
200	Exhibit 3: Scope of Work	22	III	Exhibit 3, P. 22 Item D. 3 Can DCF provide the processes, rules/guidelines, etc. that vendors must follow when manually issuing RCA checks, including requirements for tracking check issuance and reimbursement? Can DCF also indicate the number of RCA checks that were issued monthly during 2011 by region, as well as the average monthly check amount?	The vendor will issue checks to the refugee and report the expenditures into the CORE system for repayment. Each month vendors must complete and submit to the state refugee coordinator the Monthly Refugee Cash Assistance Caseload Report that includes the Name, SSN, Date of Arrival, Check Month, Check Date, Check Number, Check Amount, CARES Case Number, Number of individuals in the case, and Alien Number of the primary person which is due the 10th of the month following the month of the report. Evidence of verification of eligibility prior to issuance of a check shall be kept on file with vendor. For the NW Region, average monthly # of checks issued was 1.3, range 0-3. For Southwest Region, average was

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					32, range 17-49; for Western Region average was .6, range 0-1; for Milwaukee, average was 77, range 58-116; for N Central Region, average was 8; range 4-13.
201	Exhibit 3: Scope of Work	22	III	Please provide a breakdown of actual or estimated refugee arrivals by country for each Milwaukee region, for the most recent years available.	We do not maintain this breakdown of information for Milwaukee by W-2 geographical area; it is only kept for the county as a whole.
202	Exhibit 3: Scope of Work	22	III	Please clarify whether RCA clients can participate in the same W-2 work activities to satisfy the requirement in Exhibit 3, Section D, #4 (page 23).	Yes, RCA recipients can participate in the same activities as those in W-2.
203	Exhibit 3: Scope of Work	23	IV	It states agencies must notify DCF before making staffing changes? Will DCF have to approve these staffing changes?	It will depend on the position.
204	Exhibit 3: Scope of Work	23	IV	Is there an opportunity for shared occupancy in any of the current Department of Children and Families' offices? If so, which offices?	There may be. Proposer's can explore this.
205	Exhibit 3: Scope of Work	23	IV	Does the equipment/furniture purchased by the agency become the property of the agency? Please give examples of the hardware provided by DCF that would be DCF property.	Yes, property purchased by an agency is the property of that agency. The Department does not provide any hardware to W-2 Contractors under this 2013-2016 contract. Hardware previously purchased by the state for existing agencies, e.g., electronic case file scanners, may be recovered from current contracts and made available to new contractors, however it is unknown whether any such equipment

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					is available and in working order, so proposers should not count on receiving any hardware when they construct their proposals.
206	Exhibit 3: Scope of Work	25	IV	Page 14 FEP. How was the ratio of 80:1 for each FEP determined (page 25 Exhibit 3) and does the FEP have to work exclusively with the W-2 project?	80:1 is based on historical caseloads and staffing levels. The FEP does not have to exclusively work with the W-2 project if they are also providing case management for another work program, e.g., FSET or Workforce Investment Act (WIA). The W-2 agency is responsible for maintaining sufficient staff levels to carry out is obligations under the contract and to achieve an adequate number of performance outcomes to receive payments under the contract.
207	Exhibit 3: Scope of Work	25	IV	Caseload ratio established as 80:1 - Is this paid cases only?	No, it is unpaid and paid cases.
208	Exhibit 3: Scope of Work	25	IV	Do the 80:1 caseload ratios apply to specialized caseloads consisting only of unsubsidized cases? (Example: CMF-only caseloads)	The ratio applies to all FEP caseloads.
209	Exhibit 3: Scope of Work	25	IV	Scope of Work p. 25 states that contractors shall maintain a staffing level that allows for a FEP-to-caseload ratio of no more that 80:1. Of what types of cases does this figure (80) represent? Is it for all types, or only paid cases? Please clarify.	Total caseload (all types of W-2 cases).
210	Exhibit 3: Scope of	25	IV	Is there a recommended case load per Financial & Employment Planner	Yes, Contractors shall maintain a staffing level that allows for a

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	Work			(FEP)?	FEP-to-caseload ratio of no more than 80:1.
211	Exhibit 3: Scope of Work	25	IV	Will DCF require 100% staff time tracking?	Yes. See Exhibit 3, Section IV.D.5
212	Exhibit 3: Scope of Work	26	IV	Will agencies have flexibility to train New Workers in-house, or will the formal state online system be required for training?	Agencies will not have the flexibility to train New Workers in-house during the start up and first year of the contract.
213	Exhibit 3: Scope of Work	26	IV	Page 26, #3. Will the State grandfather current workers that have completed training or will ALL staff be required to take the new worker training?	FEP's who completed New Worker Training (NWT) and performed FEP functions in 2012 do not need to take NWT.
214	Exhibit 3: Scope of Work	26	IV	Exhibit 1, Page 26. Contractor shall assign a designated staff member to approve auxiliary and Job Access Loans payments. Is this a full FTE?	The Proposer is to determine the required staffing level needed to perform these functions.
215	Exhibit 3: Scope of Work	26	IV	It states a case manager cannot determine eligibility or make independent case management decisions until NWT is completed. It states each contract must have at least 1 trained FEP. Are there limitations to how this is managed per agency? Does a trained FEP have to be onsite with the untrained worker to determine eligibility or review case management decisions?	The rule is that W-2 staff cannot confirm eligibility or make independent case management decisions until NWT is completed. Each Contractor must have at least one trained FEP. A trained FEP does not have to be on site with an untrained FEP, however, a trained FEP must be available at all times to confirm eligibility and review and approve case management decisions.
216	Exhibit 3: Scope of Work	26	IV	Will new staff be able to participate in trainings prior to the beginning of the contract?	Yes
217	Exhibit 3: Scope of Work	26	IV	Will DCF's training unit have the capacity for training required FEPs beginning on Sept. 4 to have	Yes

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				staff ready on January 1, 2013?	
218	Exhibit 3: Scope of Work	27	V	How soon after contract award are the Fraud Prevention Plan, COOP, and Standard Operating Procedures due to the Regional Coordinators (Exhibit 3, pg 27-29)?	The Department has not yet determined this timeframe.
219	Exhibit 3: Scope of Work	27	V	Does a proposer need to submit their SOP with the RFP or is that something an agency does after the contract is awarded?	The Proposer does not need to submit their SOP with the RFP.
220	Exhibit 3: Scope of Work	27	V	Exhibit 3, V. B. Will standard operating procedures for all requirements outlined in the scope of work be needed in addition to a W-2 plan?	There will be no W-2 Plan as has been done in the past. The Standard Operating Procedures will replace the plan.
221	Exhibit 3: Scope of Work	28	V	Can you explain the requirement of keeping a log of when we know we are out of compliance with things such as timeframes, etc.?	We expect contractors to monitor compliance with policy and develop plans to address non-compliance. Keeping track of this allows contractors to identify systematic issues and alert Department staff.
222	Exhibit 3: Scope of Work			In several places it talks about making a "collaborative placement decision". What does this mean?	It means the FEP worked with the participant when making the W-2 employment placement decision and did not make a unilateral decision without input from the participant.
223	Exhibit 3: Scope of Work			What was the volume of overpayments processed last year, for each region in Milwaukee County, or for the entire County?	The amount of money collected for W-2 overpayments in Milwaukee County in 2011 was \$137,647.38.
224	Exhibit 3: Scope of Work			Are there any changes to the current scope of work, policies, procedures, time frames, or expectations related to the service delivery structural changes?	No

Line #	Exhibit	Page #	Section	Question	Answer
225	Exhibit 5: Technical Response Item	3	A	Please clarify what resumes offerors should include for this requirement. Are these the company's corporate leaders or project leaders as listed in Exhibit 1, Section 1.5.1?	Exhibit 5.A.4 requires the resumes of the organizations top level leaders. Resumes for project leaders are required in Exhibit 5.C.4 and 5.
226	Exhibit 5: Technical Response Item	3	A	In Exhibit 5.A.4 (page 3) it states "Proposer shall provide the resumes of the organization's top level strategic management staff" including head of the organization, operations, finance, and information technology. Is DCF referring to the proposer's overall corporate organization or for the strategic management staff within the corporate unit(s) that will be responsible for implementing the W-2 scope of work?	Overall corporate.
227	Exhibit 5: Technical Response Item	3	A	Exhibit 5, page 3, question 5 reads "identify percentage of its total gross income for calendar year 2011 is from contracts similar to those in this RFP." Can the Department define "similar"?	Workforce Development programs.
228	Exhibit 5: Technical Response Item	4	В	Regarding the transition plan: How will the prior contractor be phased out? Will all participants be re-referred to the new contractor? Will participants in training or who have been placed also be re-referred?	All current contracts will end 12/31/12. All participants will be automatically transferred in CARES to the new contractors 01/01/13. It will be up to the new contractor to determine individual participant activities.
229	Exhibit 5: Technical Response	4	В	Which policy document accurately reflects how providers are supposed to address the issue of	Both documents are accurate. The first policy relates to IT hardware purchased by the

Line #	Exhibit	Page #	Section	Question	Answer
	Item			IT hardware: The allowable cost policy manual issued March 2011 which indicates that hardware purchased with W-2 funds belongs to the agency and must be depreciated, or the draft contract which indicates that IT hardware is owned by the State of Wisconsin?	contractor. The second relates to hardware purchased by the state. The state does not purchase any IT hardware for the W-2 program.
230	Exhibit 5: Technical Response Item	4	В	Where the State describes "DCF shall have all ownership rights in any hardware supplied by DCF and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract." Please define "supplied."	The Department will not supply any software to W-2 Contractors.
231	Exhibit 5: Technical Response Item	4	В	In the RFP it states that "contractors shall consider utilizing existing W-2 equipment, human resources, subcontractors, etc. to allow for uninterrupted continuation of services to applicants and eligible parents." Please provide detailed information on the current W-2 equipment, human resources and subcontractors so that these elements can be implemented into the proposal.	It is up the proposers to gather this information. See Exhibit 1, Section 1.3.4 for information about current W-2 contractors.
232	Exhibit 5: Technical Response Item	4	В	Exhibit 5.B.4. (Page 4) speaks to transition planning. What specific transition aspects will existing W-2 vendors be responsible for with regards to the items listed in 4.ii. if a new vendor assumes the work of one or	22.1 of the current contract states: The W-2 Contract Agency must cooperate with all partner agencies and with any successor agency. http://dcf.wisconsin.gov/w2/contracts/20102011/pdf/contract 20102011

Line #	Exhibit	Page #	Section	Question	Answer
				more of the existing vendors? Can DCF provide the specific language regarding transition responsibilities included in the current vendor's contracts?	final.pdf
233	Exhibit 5: Technical Response Item	4	В	In some cases, the staff resumes submitted for the transition team, may be the same as one or more applicable to the contract team or the top level strategic management staff. Do you want these resumes twice, or is it okay to refer to the first instance for which a resume was submitted as an attachment?	Submit them twice. Resumes do not count in page limits.
234	Exhibit 5: Technical Response Item	5	В	3C. Service Delivery. Section 4: Position Descriptions for the Contract Team, does not show how these should be labeled (outside the 100 pages)	Position Descriptions should be labeled as 5G1, 5G2, 5G3, etc. and be included in Tab 3.Page 6. Section C. Service Delivery Model Overview, number 5. Made the following edit: Proposer shall include these resumes as attachments, label them as Attachment 5.H.1, 5.H.2, etc. (changed from 5.G.1., etc).
235	Exhibit 5: Technical Response Item	5	В	Exhibit 5, page 5, question 6 asks for relevant contracts "similar in size and scope to the 2013 W-2 contract." Can you define "similar in size and scope."	Similar in the number of persons served and the amount of money.
236	Exhibit 5: Technical Response Item	5	B and C	Would DCF like the position descriptions to be included in Tab 3, even though they do not count towards the 100 page limit, or shall they be included as Attachments and if so, what number	Position Descriptions should be labeled as 5G1, 5G2, 5G3, etc. and be included in Tab 3.• • Page 6. Section C. Service Delivery Model Overview, number 5. Made the following edit:

Line #	Exhibit	Page #	Section	Question	Answer
				<pre>designation should be used (i.e. 5.J.1, etc)? (Exhibit 5, Part C - #4, pg 6)?</pre>	Proposer shall include these resumes as attachments, label them as Attachment 5.H.1, 5.H.2, etc. (changed from 5.G.1., etc).
237	Exhibit 5: Technical Response Item	5	С	What is the current staffing levels by job title/job function for each of the current areas?	The Department does not have this data.
238	Exhibit 5: Technical Response Item	5	С	Are there a minimum number of physical locations required per area? How far does the location need to be from transportation options/main roads? Are there any additional space requirements? Should the contractor propose new locations if the strategy is to use current ones? If possible, please provide lease information on current locations, including square footage.	The Department has not defined this. Proposers should include this information in response to Exhibit 5.C
239	Exhibit 5: Technical Response Item	5	С	Can DCF provide a breakout of FTEs by position type for each of the current Milwaukee County W-2 vendors (EAA, WEAs, SSIAs) by region?	No
240	Exhibit 5: Technical Response Item	5	С	Regarding Technical Response Items p. 5, Staffing Plan, Item 3, is the state looking for two organizational charts (one that is organization-wide by team, and one that is just the proposed contract team with reference to where the contract team fits within the organization), or one organizational chart showing all? The information requested for this	Two organizational charts: one organization-wide and one for the proposed contract team.

Line #	Exhibit	Page #	Section	Question	Answer
				item may be so voluminous that putting in one organizational chart may be difficult to fit on an 8.5" by 11" page making the information difficult to read.	
241	Exhibit 5: Technical Response Item	5	С	Exhibit 5, Page 5. #3 is asking for an organizational chart for the proposed contract team including FTEs, subcontracted staff, lines of authority, proposed office location. It also says to provide an organization wide organization chart showing how the contract team fits into the proposers larger organizational structure. Should two charts be submitted?	Yes
242	Exhibit 5: Technical Response Item	6	4	No Job Developers are listed as required FTE's but they are mentioned regularly in the flow charts. Are they required?	Contractors will not be required to have a person with a Job Developer title, however, job development functions are required.
243	Exhibit 5: Technical Response Item	6	7	Exhibit 5.C.7 (page 6) states that "The service delivery plan shall include both the proposed administrative offices and any additional satellite office, contracted locations, or shared locations that will provide access points to applicants, eligible parents, and the general public who wish to access the W-2 program." Please give us more details on what is meant by "contracted" and "shared" locations.	An example of a contracted location would be a location that houses sub-contracted staff. A shared location would be the contractor sharing space at a Job Center or other location.
244	Exhibit 5:	6	С	The RFP specifies that most	Position Descriptions should be

Line #	Exhibit	Page #	Section	Question	Answer
	Technical Response Item			attachments be labeled a certain way (i.e. executive staff resumes must be labeled 5.B.1, 5.B.2, etc.); however, the RFP does not specify a label for job descriptions (see Exhibit 5, tope of p. 6). Would the state like job descriptions labeled a certain way?	labeled as 5G1, 5G2, 5G3, etc. and be included in Tab 3.• • Page 6. Section C. Service Delivery Model Overview, number 5. Made the following edit: Proposer shall include these resumes as attachments, label them as Attachment 5.H.1, 5.H.2, etc. (changed from 5.G.1., etc).
245	Exhibit 5: Technical Response Item	6	С	Exhibit 5, page 6, question 5 indicates proposers shall provide résumés for staff already employed who are proposed to continue under the next contract. For existing W-2 agencies, please confirm if this is indeed required for all current W-2 staff including line staff.	Yes, it is required.
246	Exhibit 5: Technical Response Item	6	С	Information was inadvertently omitted from the RFP.	Page 11. Section I. Budget Appropriateness, number 3. Should add the following text: Label the attachments 5.I.1 through 5.I.4 and insert them under Tab 3.I.
247	Exhibit 5: Technical Response Item	6	C.5.	Labeling error.	Proposer shall include these resumes as attachments, label them as Attachment 5.H.1, 5.H.2, etc. (changed from 5.G.1., etc).
248	Exhibit 5: Technical Response Item	9	G	Can DCF provide a current or historical data regarding the number of participants who need services in a language other than English and what those languages are by region?	We cannot provide this information accurately.
249	Exhibit 5: Technical Response	10	II	How many formal assessments were performed in each intake in each region in 2011 (Exhibit 3, pg 10)?	The Department does not have this data.

Line #	Exhibit	Page #	Section	Question	Answer
	Item				
250	Exhibit 5: Technical Response Item	11	Budget	Does DCF have proportional expectations for how much of the budget should be allocated to services, eligibility, or other line items? Is eligibility determination still considered an administrative expense?	No, as long as admin doesn't exceed 15%. Yes, eligibility is still considered an administrative expense.
251	Exhibit 5: Technical Response Item	11	Budget	Is there a set limit for administrative costs?	The federal limit is 15%
252	Exhibit 5: Technical Response Item	12	1.5	Exhibit 1, Page 12. Proposer agencies must have sufficient financial resources to start up and operate the program. What guidelines/standards will be used to evaluate this?	The guidelines the Department will use will be to determine whether the agency has sufficient resources to implement and operate the program with no start up funds, no prepayments, and the new capitated amount/performance payment structure. This will not be scored.
253	Exhibit 5: Technical Response Item	12	Budget	In the itemized budget, should the profit be added as an additional line?	Yes
254	Exhibit 5: Technical Response Item	13		The cost of providing Worker's Compensation insurance to all participants assigned to work experience will take away from the costs of the services and staffing necessary to meet performance outcomes and provide services to W-2 recipients, and there could be significant variability in the cost based on company history and structure. Would the Department consider paying the cost of the	No

Line #	Exhibit	Page #	Section	Question	Answer
				Worker's Compensation insurance as a cost reimbursement item to ensure a more equitable process?	
255	Exhibit 5: Technical Response Item	23	Form 5	The proposer checklist doesn't correlate with the technical response exhibit. How does the requested information included column correlate to the RFP section or subsection?	The Proposer Checklist follows Exhibit 1 - RFP and Exhibit 3 - Scope of Work
256	Exhibit 5: Technical Response Item	23	Form 5	Exhibit 5, Page 23. Proposer Checklist. In one location on form it says it is required, and in another location it says proposers are encouraged to submit this checklist. Is it required?	The Proposer Checklist is required. The form has been corrected.
257	Exhibit 5: Technical Response Item	23	Form 5	Please provide additional clarification on how offerors are to respond to Form 5, Proposer Checklist. For example, item 1.0 is already marked as "No Response Required." However, Sections 1.0 through 1.13 are informational only and the RFP does not require offerors to provide a narrative response to these sections. Please confirm that if offerors have read and accept the language, they only have to place an X under the Acknowledged and Accepted column and do not have to include any narrative response in their proposals. Exhibit 3 is also confusing since we are not writing to the SOW requirement by requirement but to the broader requirements in Exhibit 5. Please provide a couple of examples on how to complete the items listed	For every section referenced in the Proposer Checklist, the proposer must indicate that they "Acknowledge and Accept" the content. Exhibit 1 - RFP and Exhibit 3 - Scope of Work encompass all of the mandatory requirements expected of an awarded contractor. The sections already marked "No Response Required" are simply headers with nothing to acknowledge. All subsections of those sections must be marked. If a proposer marks "Content Acknowledged but not Acceptable" it may be grounds for rejection of their proposal.

Exhibit	Page #	Section	Question	Answer
			under Exhibit 3.	
Technical Response Item	18 of the RFP	1.11.4 of the RFP	participant encompass only individuals receiving case management? Would individuals in training also be included in the definition?	Yes it also includes individuals in training.
Exhibit 5: Technical Response Item			Please define the "strengths and challenges of each W-2 area."	The Department expects proposers to identify the strengths and challenges of each W-2 area.
Exhibit 5: Technical Response Item			What percentage of participants exhibit a reading level below 9th grade? What is DCF's policy regarding adult education? Is it correlated with grade-level proficiency?	Yes, Geographical Area Information Descriptions were updated to include this information. • Northwest Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nw.pdf • North Central Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nc.pdf • Northeast Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos ne.pdf • Western Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos w.pdf • Southwestern Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos sw.pdf • Southeastern Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos se.pdf • Milwaukee Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos se.pdf • Milwaukee Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile mos.pdf
Exhibit 5:			Are incentives for applicants and	Incentives are permitted.
	Exhibit 5: Technical Response Item Exhibit 5: Technical Response Item Exhibit 5: Technical Response Item Item	Exhibit 5: Technical Response Item Exhibit 5: Technical Response Item Exhibit 5: Technical Response Item Item Item Item Item Item Item Ite	Exhibit 5: Technical Response Item Exhibit 5: Technical Response Item Exhibit 5: Technical Response Item Item Exhibit 5: Item I	Exhibit 5: 18 of Technical Response Item

Line #	Exhibit	Page #	Section	Question	Answer
	Technical Response Item			participants permitted? Are transportation supports permitted? Will these supports come out of the pre-placement budget? The post-placement budget?	Transportation supports are a supportive service. These payments will come out of capitated and outcomes payments.
	Exhibit 5: Technical Response Item			The maximum budget noted appears to be just for the first year, since it is noted that "The Department will determine a new maximum annual budget amount for each geographical area on an annual basis prior to August of each contract year." Can you provide any further clarification?	Proposers are to submit an annual budget for each of the first four years using the first year's maximum budget.
	Exhibit 5: Technical Response Item			Can DCF indicate the average length of stay or average TANF time clock for the current caseload by region?	Yes, Geographical Area Information Descriptions were updated to include this information. • Northwest Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nw.pdf • North Central Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos nc.pdf • Northeast Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos ne.pdf • Western Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos w.pdf • Southwestern Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos sw.pdf • Southeastern Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos se.pdf • Milwaukee Area link: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/profile bos se.pdf • Milwaukee Area link: http://dcf.wisconsin.gov/w2/rfp/20

Line #	Exhibit	Page #	Section	Question	Answer
					13/attachments/profile mos.pdf
264	Exhibit 6: Cost Proposal			Is market penetration information available in the W-2 take-up report? If not, where is it?	Here is a link to the market penetration information for the period January 1, 2010-June 30, 2011: http://dcf.wisconsin.gov/w2/rfp/20 13/attachments/w- 2 market penetration.pdf. Proposers should read the W-2 Take-up Study for information for a qualitative analysis of the reasons eligible parents were not participating in W-2.when the
					study was done.
265	Exhibit 6: Cost Proposal			The Cost Proposal forms have a cover page designating them as Exhibit 6; however, the headers show Exhibit 5. May offerors change the header to agree with the cover page.	Yes, Offerers may change the header to agree with the cover page. The cost proposal is Exhibit 6.
266	Exhibit 6: Cost Proposal			Exhibit 6: Cost Proposal requires proposers to complete a separate cost proposal for each geographical area. We noticed that there is one cost proposal form for each geographical area for the initial contract year only, as reflected in the maximum capitation budget of 60%. Please confirm that DCF expects proposers to submit four annual budgets but only one annual cost proposal (first year of contract) for each geographical area.	Yes, the Department expects Proposers to submit four annual budgets, but only one annual cost proposal is proposed for the first year of the contract, for each Geographical Area.
267				What is the definition of Current Stabilization Performance, and what calculation is used to	This information is located in the Performance Standards Information map. The information map can be

Line #	Exhibit	Page #	Section	Question	Answer
				measure this?	found at the following website: <pre>http://dcf.wisconsin.gov/w2/perfor mance standards/1012/appendix b1 p s 1012 bos rev2 15 12.pdf</pre>
268	Exhibit 1: Request for Proposal	36	Form 6	On Form 6, W-2 Statement of Economic Interests, item 2. requires we submit a list of all other clients in Wisconsin and describe the goods or services that you provide to each client. If we do not currently have clients in Wisconsin, how should we respond?	The form is in error and should not limit the client list to Wisconsin clients. The WI State Statute 41.143 (1)(2)(ac) that refers to this requirement states you must submit a list of all other clients. The form has been amended and published with this amendment.

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Line #	Exhibit	Page #	Section	Question	Answer

BID # CFB00144 PAGE 1 OF 5

State of Wisconsin Department of Children and Families		ADDENDUM NO.: 4 REQUEST FOR BID NO.: CFB00144 DATE DUE: June 11, 2012 at 2:00 PM DATE: May 16, 2012		
COMMODITY OR SERVICE:	2013 Wisconsin Works (W-2) and Related I	Programs Request for Proposal		
REVISION:	Attached are corrections of errors discovere	d in the RFP or published in Amendment 3.		
Please include a signed copy of this bid addendum with your bid response.				

For further information concerning this addendum contact:

Signature

Sue Handrich-Herr 608-366-1539 email: DCFProcurement@wisconsin.gov

Date

Line #	Exhibit	Page #	Section	Question	Answer
1	Exhibit 3: Scope of Work	22	III.D.	The first line of this section that identifies what geographical areas are covered under this section is corrected to read:	This section applies to all Balance of State areas and the West Central and Southern geographical areas of Milwaukee County.
2	Amendment 3	10	Item 23	The Milwaukee geographical map is blurry and does not clearly show the streets which make up regional boundaries. Can the state provide a clearer map or describe the street boundaries?	Response corrected to read: We have split the map into four Milwaukee area maps in an attempt to provide a clearer view of streets at the boundary of each region. The links are available on the Milwaukee Geographical Area map itself which can be found in the right hand sidebar of the 2013 W-2 RFP page. The links are right above the image of the map. http://dcf.wisconsin.gov/w2/rfp/20 13/default.htm But the Milwaukee areas are defined by the census tracts not by streets. Full Milwaukee street map. Northern Area street map, East Central Area street map, Southern Area street map
194	Amendment 3	59	Item 194	Scope of Work p. 22, Section D, "manage refugee assistance programs" indicates the section applies to balance of state and northwest and Southern geographical areas of Milwaukee county. Exhibit 5, Technical Response Items, pg. 9, Section G assigns 60 points to questions around serving refugees. How does	Response is amended to read: Proposers submitting a proposal for the East Central and Northern areas should submit a response to items G1, and G4-G6.

Line #	Exhibit	Page #	Section	Question	Answer
				this question apply to west and east central Milwaukee regions given the exclusions noted in the SOW?	

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Line #	Exhibit	Page #	Section	Question	Answer