

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE COUNTY OF RACINE
AND THE CITY OF RACINE

Section I

This memorandum of understanding is made by and between: The County of Racine
The City of Racine

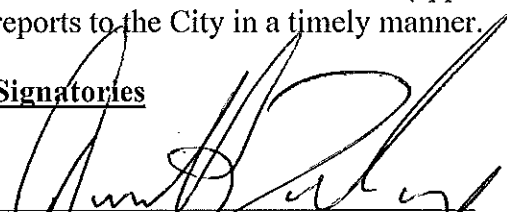
The parties agree to this agreement that pursuant to the terms of the Division of Public Health Contract between the State of Wisconsin ("Contractor"), and the City of Racine ("Contractee"), a copy of which is appended hereto and incorporated herein as Exhibits A, I and II, funds for the purpose of reducing fetal and infant mortality and morbidity will be paid by the Contractor to Contractee.


Pursuant to Article VIII of said Contract Agreement, Contractee has the authority, subject to the approval of the Contractor, to subcontract the Contract Agreement to a responsible service provider.

This Memorandum of Understanding between the City of Racine and Racine County constitutes the referenced subcontracting agreement.

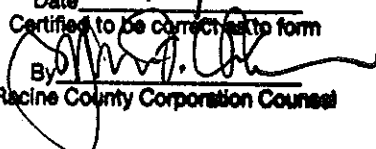
Accordingly, the City of Racine agrees to administer the DPH Contract Agreement under the terms and conditions set forth in Exhibit A and to timely transfer the funds received from the State of Wisconsin to Racine County. Racine County agrees to responsibly provide the services referenced in Exhibits I and II (appended to Exhibit A) and to provide said fiscal and program reports to the City in a timely manner.

Signatories


Jonathan Delagrave,
Racine County Director HSD

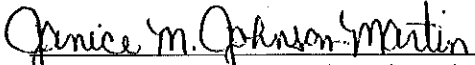

Wendy Christensen, County Clerk 5/18/12


James Ladwig, County Executive
Approved by:  5-21-12
Peter L. Hansen
Racine County Board Chairman


For the State of Wisconsin
Date 11 May 2012
Certified to be correct as to form
By 
Racine County Corporation Counsel


City of Racine


John T. Dickert, Mayor


Janice J. Johnson-Martin, City Clerk


David L. Brown, Finance Director

Approved as to form:

Robert K. Weber, City Attorney

REVIEWED BY FINANCE DIRECTOR
 5-17-12
Sign _____ Date _____

**DIVISION OF PUBLIC HEALTH
CONTRACT AGREEMENT
DPH CONTRACT**

Contract Preamble

This Contract Agreement is entered into for the period _____ through _____, by and between the State of Wisconsin represented by its Division of Public Health of the Department of Health Services, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and _____, whose principal business address is _____, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and whereas, the Contractee is engaged in furnishing the desired services; now, therefore, the Contractor and the Contractee agree as follows:

I. SERVICES TO BE PROVIDED

The Contractee agrees to provide services consistent with the purposes and conditions of the contract. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement.

II. CONTRACT ADMINISTRATION

The Contractor's Contract Administrator is _____ of the Division of Public Health, whose principal business address is _____. The telephone number of the Contractor's Contract Administrator is (_____) _____ - _____. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is _____, whose principal business address is _____. The telephone number of the Contractee's Contract Administrator is (_____) _____ - _____. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

III. PAYMENT LIMIT

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed \$ _____. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments for costs in excess of the Contract Agreement amounts or for costs incurred outside the Contract period. Further, the Contractor will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

IV. PAYMENT FOR SERVICES

A. The Contractor, following execution of this Contract Agreement, shall pay to the Contractee one month's estimated operating expenses of the Contract amount for each of the first three months of this Agreement. If

any prepayments are made, these prepayments may be recovered from future payments (see paragraph 2 below) due the Contractee under this Agreement if the Contractor determines that such prepayments are in excess of the Contractee's reported expenses.

B. Payments will be made monthly based on expense reports submitted by the Contractee on the DES F-80855 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractee shall report, by Contractor assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this Contract which are incorporated by reference. See DHS Allowable Cost Policy Manual. (Available from the Audit Section at address in Section XII)

C. The Contractee shall submit the request for reimbursement (DES F-80855) to the BFS/CARS Unit, Department of Health Services, Division of Enterprise Services, PO Box 7850, Madison WI 53707-7850, with one copy to the Contractor Contract Administrator. Payments and reported expenses will be reconciled by the Department in accordance with state procedures.

D. If the Contractor determines, after notice to the Contractee and opportunity to respond, that payments were made that exceeded allowable costs, the Contractee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Contractor may, at its sole discretion, effectuate such refund by withholding money from future payments due the Contractee at any time during or after the Contract period. The Contractor also may recover such funds by any other legal means.

E. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for non-municipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address. The Department is planning to modify some aspects of its current payment mechanism so that in the future it can accommodate making payments via electronic funds transfer.

V. PROGRAM REPORTING

The Contractee shall comply with the program reporting requirements of the Contractor as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.

VI. STATE AND FEDERAL RULES AND REGULATIONS

A. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.

B. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

C. Affirmative Action Plan

1. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure

that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.

2. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees.

3. In addition, for contracts of twenty-five thousand (\$25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

D. Civil Rights Compliance

1. For contracts for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan; however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of \$25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.

2. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.

3. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

4. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.

5. The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.

6. The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.

7. Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.

8. The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.

9. The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

E. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

VII. PRIVACY AND CONFIDENTIAL INFORMATION

A. The Contractee shall not use 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 Contractee 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 ("Representatives") 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.

B. Contractee 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.

C. Contractee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractee on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractee 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.

D. If requested by the State, Contractee shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

E. Definitions used herein:

1. "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 the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.

2. "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.

3. "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: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) 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; (d) the individual's DNA profile; or (e) 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.

VIII. SUBCONTRACTS

A. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided.

B. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.

IX. GENERAL PROVISIONS

- A. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
- D. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Government Accountability Board, 44 East Mifflin Street, Suite 601, Madison WI 53703, [Telephone (608) 266-8123].
- E. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
- F. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

X. ACCOUNTING REQUIREMENTS

- A. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHS' Allowable Cost Policy Manual, available upon request from the Contract Administrator or from the Audit Section, Division of Enterprise Services, Department of Health Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)
- B. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's Allowable Cost Policy Manual.
- C. The Contractee's accounting system shall allow for accounting of total funds included in this Contract Agreement, and document that contract funds were not diverted outside of such set of programs. Diversion outside of the set of programs included in this Agreement will be subject to recoupment.
- D. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XV.
- E. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

XI. CHANGES IN ACCOUNTING PERIOD

A. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XIII, H), within 90 days after the first day of the new accounting period.

B. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XII. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.

B. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.

C. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

XIII. AUDIT REQUIREMENTS

A. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.

B. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us).

1. The audit shall also comply with the requirements in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" if the agency meets the criteria for needing a federal single audit.

C. Reporting Package: The Contractee shall send to the Contractor a reporting package which includes the following:

1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.

2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) *or* written assurance that a Management Letter was not issued with the audit report.
3. Management responses/corrective action plan for each audit issue identified in the audit.

D. Sending the Reporting Package: The Contractee shall send one copy of the required reporting package to the Contractor either: (a) within nine (9) months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Reports sent to DHS may be in either paper or electronic pdf format. Paper copies of audit reports may be sent to the following address:

Attn: DHS Auditors
Division of Enterprise Services
Department of Health Services
1 West Wilson Street, Room 627
PO Box 7850
Madison WI 53707-7850

Reports in pdf format may be sent to DHS Auditors at the following email address:
DHSAuditors@Wisconsin.gov

E. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. 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 Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee'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 Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the remedial measures available in Section XVII of this contract, the Contractor may:

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

H. Closeout Audits:

1. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.
2. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, 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 Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.

3. The Contractor may require a closeout audit that meets the audit requirements specified in XIII, 2 above. In addition, the Contractor 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 Closeout Audits unless in conflict with the specific Closeout Audits requirements.

XIV. OTHER ASSURANCES

A. The Contractee shall notify the Contractor 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 Contractee, 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.

B. The Contractee shall notify the Contractor, 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 Agreement for which the Contractor has reimbursed or will reimburse the Contractee. 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 Contractee to resolve the dispute.

C. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.

D. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XV. RECORDS

A. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained 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 or litigation, and any associated appeal periods, have ended.

B. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.

C. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement.

D. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

E. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

XVI. AGREEMENT REVISIONS AND/OR TERMINATION

A. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:

1. Increased or decreased volume of services as required by the Contractor;
2. Changes required by State and Federal law or regulations, or court action; or,
3. Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.

B. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.

C. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.

D. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.

E. If the Contractor finds it necessary to terminate this Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, actual costs incurred by the Contractee may be reimbursed for an amount determined by mutual agreement of both parties. Fiscal liabilities that the Contractor may have to its funding sources because of the Contractee's service performance or fiscal practices shall be a controlling factor in arriving at a reimbursement agreement.

F. The Contractor reserves the right, upon careful examination, to reduce the total amount of the Contract Agreement due to significant under spending by the Contractee. All such Contract Agreement reductions will become effective upon thirty (30) days written notice to the Contractee and shall not relieve the Contractee of any programmatic requirements.

XVII. NON-COMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.

B. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of this Agreement by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Contractee knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance. At its sole discretion, the Contractor may take whatever action it deems necessary to protect the interests of the state, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance is continuing or will reoccur.

C. If the Contractor determines that non-compliance with requirements in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever remedial measures it deems necessary to protect the interests of the State. Such measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph A above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.

D. If audits are not submitted when due, the Contractor may take action pursuant to Section XIII of this Contract Agreement.

E. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

XVIII. DISPUTE RESOLUTION

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of remedial measures, the following process will be the exclusive administrative review.

A. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.

B. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.

C. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health Services.

XIX. FINAL REPORT DATE

A. The due date of the final fiscal report shall be ninety (90) days after the Contract Agreement period ending date.

B. Expenses incurred during the Contract Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

XX. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XXI. SURETY BOND

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor. The amount of the bond shall be no less than the amounts of any pre-payments under this Agreement.

XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

B. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXIII. TIMELY CONTRACT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Contractee's Authorized Representative

Date

Contractor's Authorized Representative
Sandra L. K. Breitborde, MA, MS
Interim Administrator
Division of Public Health
Department of Health Services

Date

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name
Agency Number
Agency Type
Contract Period through
Contract Amount

Profile ID#

DPH Contract #

CFDA #s:

Exhibit I
Contract between the Division of Public Health, Department of Health Services
and the City of Racine for
Reducing Fetal and Infant Mortality and Morbidity
'Racine Healthy Babies' Program

Fiscal Requirements

The funds allocated from the Department of Health Services (DHS) to the City of Racine (City) through Wis. Stats. 253.16 will be transferred from the City to the County of Racine Human Services (County) through an Intergovernmental Transfer (IGT). The County will become a subcontractor of the City under Sec. VIII of the Contract between DHS and the City. Pursuant to Sec. VIII B. of the Contract, the City retains fiscal and programmatic responsibility for fulfillment by the County and its vendors of the terms and conditions of the Contract.

1. The County and its vendors will be subject to the terms of this Exhibit I and Exhibit II.
2. The program requirements, including reports, are spelled out in Exhibit II.
3. Performance Measures to be achieved within the first six months of the award:
 - a. All processes used to collect and report standardized data in the Secure Public Health Electronic Records Environment (SPHERE) data system of the State Division of Public Health (DPH) or other state databases have been established.
 - b. Basic training of all professional, paraprofessional, and supervisory staff has occurred.
 - c. Standardized program policy and procedures, including common forms that meet the requirements of documentation and the Wisconsin Medicaid program, have been developed or adopted from Healthy Families of America (HFA), the evidence-based model required under this contract and adopted by the home visiting contractors with the Department of Children and Families.
4. As part of the terms of the IGT, the City will require the County to prepare all fiscal reports, including DHS-CARS reports, and all program reports. The City will submit these fiscal and program reports to DHS according to the schedule outlined in this contract, Section IV. Payment for Services.
5. The IGT and all attachments are subject to final approval by DHS before they are issued to the County, as specified in this contract, Section VIII. Subcontracts.
6. As specified in this contract, Section VIII. Subcontracts, all subcontracts that the County executes with any vendors for the use of these funds, including a work plan and budget from each vendor that addresses the program requirements outlined in Exhibit II, are subject to final approval by DHS.
7. The City may retain no more than 1.5% of the funds to execute the IGT and submit the fiscal and program reports to DHS.

Exhibit II
Contract between the Division of Public Health, Department of Health Services
and the City of Racine for
Reducing Fetal and Infant Mortality and Morbidity
“Racine Healthy Babies”

Program Requirements

Families in the City of Racine suffer disproportionately from poor health outcomes, and high infant mortality and morbidity. Infant mortality is an internationally recognized indicator of the health of a community. From 2005-2009, the mortality rate among African American infants in the City of Racine was three times the rate for white infants.

This contract between the City of Racine (City) and the Division of Public Health (DPH) of the Department of Health Services (DHS) is intended to promote a comprehensive strength-based approach to serving families using coordinated, family-centered, community-driven, and culturally-competent services, including home visiting.

The City will use Racine County and the County's vendors to directly perform services as provided in Exhibit I. The vendors selected to implement this contract are to use innovative approaches to reduce poor outcomes, specifically low birth weight, premature birth, and infant mortality; to improve maternal health; to improve family functioning; and to promote child health, safety and development—for pregnant women and their infants to 12 months of age, residing in zip codes 53402-53406 of the City of Racine.

The vendors must perform in accordance with Wis. Stat. 253.16. As such, its work plans and policies and procedures must incorporate the following requirements.

1. Collaboration with academic institutions and a hospital, to identify and implement best and evidence-based practices.

- Healthy Families America (HFA) is the evidence-based home visiting model that will be used for the services provided under this contract, and HFA affiliation is required.
- Collaboration with the following Racine agencies and programs providing similar and complementary services is required, to maximize the use of these funds, and to meet the requirement that 90% of the funds be used for direct services to clients.
 - Department of Children and Families (DCF) Home Visiting Contractors
 - Prenatal Care Coordination (PNCC) and Child Care Coordination (CCC) Providers
 - Racine Lifecourse Initiative for Healthy Families (LIHF)
- Vendors must establish formal memoranda of understanding with these and other similar organizations, to assure a coordinated and comprehensive program of services is implemented, as intended by Wis Stats 253.16.
- In addition, the vendors must establish or participate in a Stakeholder's Advisory Group, to help guide the work of this project, including participation in planning, review of services and activities, and recommendations for program changes. The advisory group must include active participation by recipients or family members of the services.

2. Preconception, prenatal, and postnatal services, and assess the availability of these services for women who lack insurance or are recipients of BadgerCare Plus/Medicaid.

- Program staff must assist women with early enrollment into BadgerCare Plus/Medicaid, PNCC and CCC (for those eligible), and any voluntary programs of pregnancy support for those not eligible for BadgerCare Plus/Medicaid.
- Eligibility for BadgerCare Plus/Medicaid is not a requirement for participation in this program. However, if a mother or child is BadgerCare Plus/Medicaid eligible, then billing Medicaid must be maximized as appropriate.

- Vendors providing PNCC and CCC must be Medicaid certified within 6 months of the start of funding, maintain that certification, and provide PNCC and CCC services, as allowed.
 - Vendors must use standardized assessment tools to identify families in need of services.
 - Screening tools, including the PNCC Pregnancy Questionnaire and CCC Family Questionnaire used to determine eligibility for this home visiting program, must meet the requirements for billing BadgerCare Plus/Medicaid for eligible families whether or not the tool is used for a BadgerCare Plus/Medicaid eligible family.
 - Other standardized methods of identification of family needs and strengths must be used at time of enrollment into the home visiting program.
 - Prenatal and postnatal home visits for the mother may be funded by the general purpose revenue (GPR) funds provided through this contract. However, if any prenatal or postnatal services provided to BadgerCare Plus/Medicaid eligible women are covered services under Medicaid through the PNCC benefit or otherwise, then Medicaid must be billed and these GPR funds may not be used.
 - Home visiting services for infants through 12 months of age may be funded by these GPR funds. However, the case management portion of home visiting services provided to BadgerCare Plus/Medicaid eligible children (up to age two) are covered services under Medicaid through the CCC benefit and Medicaid must be billed and these GPR funds may not be used.
 - **Flexible Funds**
An annual allocation of up to \$250.00 per family enrolled in the program must be identified and made available as flexible funds to assist enrolled families achieve outcomes specified in their care plan. Flexible funds assist families and the home visitor/case manager to obtain goods or services that are needed immediately for family safety and functioning, and for which there is no other source of payment. Examples of allowable costs include those for parenting classes, transportation to classes, infant cribs, car battery, minor home repairs, eviction prevention, etc.
- 3. Develop and implement models of care for all women who meet the risk criteria, and provide comprehensive prenatal and postnatal care coordination and other services, including home visits.**
- **Risk Criteria**
Vendors must initiate services and maintain an ongoing continuous average caseload of 40 families, according to the following risk criteria and caseload mix:

Level 1: at least 25% of the caseload must include pregnant African American women who have had a previous preterm birth, low birth weight birth, fetal or infant death (death after 20 weeks gestation through the first year of life).

Level 2: up to 50% of the caseload may include African American pregnant or parenting (within the first 60 days of life) women who do not meet the criteria for Level 1.

Level 3: up to 25% of the caseload may include pregnant or parenting (within the first 60 days of life) women of all other racial and ethnic groups who have had a previous preterm birth, low birth weight birth, fetal or infant death (death after 20 weeks gestation through the first year of life) or who have 4 of the 28 risk factors for the Medicaid Prenatal Care Coordination benefit.
 - **Healthy Families America Affiliation**
Vendors will be required to obtain and maintain Healthy Families America (HFA) affiliation. See www.healthyfamiliesamerica.org. The model features frequent home visits, based on

individual needs assessment and care plans, during the prenatal period, with continuity, engagement, support, and connection to needed community services.

HFA is designed for parents facing challenges such as single parenthood, low income, childhood history of abuse, substance abuse, mental health issues, and/or domestic violence. HFA requires that families must be enrolled prenatally or within the first 3 months after a child's birth. This program requires families to be enrolled prenatally or within 60 days of a child's birth.

HFA can be implemented alone or with other home visiting models and curricula, such as Parents as Teachers (PAT).

- **Review and revise, as needed to make more applicable, the existing Policies and Procedures Manual developed by Empowering Families of Milwaukee of the City of Milwaukee Health Department, including¹:**
 - Incorporating the 12 Critical Elements and the following:
 - Outreach/Community Education Plan
 - Services to clients including assessment, needs-based referrals, follow-up and transition
 - Minimum expectations of use of screening tools with families
 - Employee recruitment and hiring
 - New employee orientation
 - Client rights and responsibilities, including grievance procedures
 - Confidentiality of client records
 - Visit frequency based on case intensity
 - Supervisor responsibilities, including case reviews
 - Caseload assignments
 - Staff evaluations
 - Staff discipline and discharge
 - Ongoing staff training program.
 - Exit Interview process for staff and for participants when they leave program
 - The written outreach plan must address the "voluntary" participation concept in the criteria used to determine intensity and duration of visits set up with the family, under the 12 Critical Elements.
 - Written policies and procedures specify the maintenance of case records to assure adequate protection of family's confidentiality in accordance with state and federal privacy laws including those in Title XIX, the Health Insurance Portability and Accountability Act (HIPAA), and/or the Family Educational Rights and Privacy Act (FERPA).
 - Vendors are required to collaborate with the health care providers for each woman, including the state-contracted HMOs, to provide support to medical prenatal care, including any Centering Pregnancy® and Centering Parenting programs, and group educational sessions to enhance health care for women during the pre-conception and inter-conception periods.
 - All families have established a medical home to ensure that their infant receives regular and preventive health care services.
 - Vendors are required to coordinate services with service providers that care for women and their families in Racine to improve referrals for supportive services, such as hospitals and NICUs; other home visiting programs, WIC, Food Share, child care subsidy program, family violence, mental health and substance abuse services, programs from the Department of Workforce Development (e.g., W-2 and Child Care), the Department of Public Instruction and the Racine Unified School District, Racine County Human Services, faith-based organizations, housing, economic assistance, and others.

¹ The Policy and Procedure Manual will be made available electronically for revision.
Racine Healthy Babies_Exhibit II_revfinal_0412

- Vendors adopt strategies that support high quality transitions within the home visiting program, including changes in staff and from pregnancy to parenthood to assure continuous services to families.
- **Staffing model and training requirements must also be incorporated into the revised policies and procedures:**
 - The staffing model for this program must include a registered nurse who meets the qualifications of a public health nurse, as specified in Wis. Stat. s.250.06(1), and/or a licensed social worker as defined in Wis. Stat. s.252.15 (1) (er), paired with paraprofessional, trained community health worker(s) /home visitors, with experience in working or living in targeted zip codes. At least 25% of staff should reflect the target population based on race/ethnicity and culture.
 - Offer culturally competent services with staff and materials that reflect the populations being served.
 - Recruit and hire staff that represent the families they visit, who can identify with the families and earn their trust, and are able to respect individual and family values/beliefs, including understanding the impact of low income, poverty, and culture of young families.
 - Maintain written training plan on cultural awareness and competency.
 - Provide training and curriculum that enhances services to cultural groups and reflects knowledge of the needs of the population served, including education and employment.
 - Identify resources that address the unique cultural issues of families served.
 - Provide access to interpreter services and materials in the primary language of families residing in the targeted zip codes.
 - Limit staff caseloads so home visitors can have adequate time with each family.
 - Policy on weighted caseload decisions will be based on documented research. The Racine Healthy Babies home visiting policy is that a full-time community home visitor will have a balance caseload of no more than 25 families. Supervisor(s) makes assignments to home visiting staff considering the worker skills and abilities and based on the following caseload criteria, at a minimum:
 - √ Nature of problems encountered by family
 - √ Amount of time needed to work with family
 - √ Need for continuing assessment to provide assistance and intervention with family crises
 - √ Travel time, documentation needs, number of contacts with other service providers
 - √ Extent of other resources in the community to assist in meeting family needs
 - Select appropriately prepared staff who are skilled and experienced in working with diverse communities.
 - Program develops strategies for recruiting, hiring and evaluating home visiting staff that includes assessment of relational skills.
 - Home visitors possess receptive, sensitive, non-judgmental personalities to establish the rapport required to provide effective services.
 - Home visitor should have knowledge of community resources and educational or experiential background in child development, and parent support.
 - Home visitor must be able to work with diverse family structures and meet varying needs.
 - Staff should reflect the racial, ethnic, and cultural background of the families served.
 - Program establishes networks with other community resources for future employee recruitment of home visitors.
 - Select staff whose education and/or experience enable them to handle working with families with complex issues.
 - Include as part of the responses solicited in the staff interview process: demonstrated education or life experience(s) related to the practice of positive

- parenting, enhancing appropriate child development, and knowledge of community resources.
- Advertise for applicants with education and/or experience working with children and their families.
 - Provide staff with intensive training specific to family assessment and home visitation.
 - Racine Healthy Babies program staff will have minimum training using adult training principles and a variety of didactic methods and experiences and attend core trainings provided by the home visiting training contractor(s)² as well as training required by the chosen model.
 - Staff will have minimum training using adult training principles and a variety of didactic methods and demonstrate competency on prenatal health care for women that addresses the following topics:
 - Basic nutrition and dietary practices related to pregnancy. (Nursing staff are expected to be competent working with therapeutic diets.)
 - Promotion and support of breastfeeding
 - Importance of early continuous prenatal care
 - Normal changes due to pregnancy
 - Self-care during pregnancy
 - Pregnancy complications
 - High-risk medical and health behaviors that impact on pregnancy outcome
 - Postpartum care
 - Family planning/reproductive health
 - Additional training activity topics may include:
 - Infant care
 - Infant nutrition
 - Child development and health
 - Language development
 - Role of culture in parenting
 - Family Violence
 - Substance Abuse
 - Mental health (focus on perinatal and postpartum depression)
 - Parental issues
 - HIV/AIDS
 - Knowledge of local resources
 - Case management skills
 - Skill to develop individualized family support plans
 - Knowledge of public benefit programs, Food Share, Badger Care Plus, W-2 etc.
 - Safe sleep
 - Shaken baby syndrome
 - Traumatic brain injury
 - Child passenger safety
 - Poisoning
 - Fire safety
 - Continuous assessment of staff training is based on needs and performance.
 - Ensure that staff receive ongoing supervision so they can develop realistic and effective plans to help families meet their objectives, aid those who may not be making progress, and discuss their concerns to solve problems and avoid stress-related burnout.
 - Project management for the home visiting program must include adequate supervision of field home visitors. If the program uses an interdisciplinary team, the professionally trained team members must work closely with the paraprofessional home visitors and provide frequent communication, planning and joint visits to families who are receiving program services.

² The vendors must work with the DPH and DCF to coordinate the training of home visitors. It will be the responsibility of the County to assure attendance of all home visitors at these training sessions.

- Supervisors schedule quarterly in-home visits with home visitor staff.
 - A mechanism is in place for home visiting staff to have access at all times to a supervisor for urgent consultation.
 - Provide reflective supervision sessions on a monthly basis or with the frequency prescribed by HFA. Supervision may be provided individually and in a group setting. Ideally a practitioner who is trained and knowledgeable in early child hood development or early childhood mental health and utilizes reflective practice principles would provide supervision. Supervision sessions must be accurately documented.
 - Review all screening tools for cut off scores and assure referrals are made to services when appropriate.
 - Ensure that all evaluation materials are completed and entered into SPHERE and other agency data bases as required in a timely manner.
 - Ensure home visitors are implementing the curriculum prescribed by the model employed.
 - Review status of acquisition of medical home.
 - Program holds monthly staff meetings that promote service provision and program accountability.
- Supervisors must review active files every quarter.

The County will be required to consult with DPH on basic training that will be available in Racine at minimal cost. Training will be provided in areas including, but not limited to: pregnancy-related nutrition and health; strength-based family support; normal child growth and development; cultural competency; poverty; issues of adult mental health, substance abuse and domestic violence; child abuse and neglect and the effects of same on adults; issues faced by drug-exposed infants; and available supportive community resources.

4. Conduct social marketing, including outreach, to assure health care access, public awareness programs, community health education, and other evidence-based and best practices.

- Vendor work plans must include an outreach plan about how to promote engagement and referral into the Racine Healthy Babies program, to community networks and families that employ creative, culturally appropriate outreach methods for identification of families to promote early entry into medical care and prenatal care coordination services.
- Vendors are expected to collaborate with similar programs and agencies within Racine to maximize the potential and effectiveness of outreach programs to reduce fetal and infant mortality and morbidity.
- Outreach materials reflect the voluntary program policy and all the relevant provisions within the approved Policy and Procedure Manual.

5. Evaluate the quality and effectiveness of the services.

Successfully implementing the home visiting program will affect the outcomes that are achieved at the program and individual levels. It is expected that the vendor will enroll the majority of women during pregnancy and the family may choose to continue with services until the child reaches his/her first birthday (second birthday for CCC services for BadgerCare Plus/Medicaid-eligible children). Performance will be measured to determine the program's effectiveness and results, using a combination of process and outcome objectives that can be achieved during the grant-funding period. Continued renewal of the grant allocation is contingent upon funding availability and performance; additional outcome performance measures may be implemented at the time of contract renewal negotiations.

Vendors' work plans must reflect the following evaluation requirements:

- For the period of July 1, 2011 to June 30, 2013, program methods will be reviewed and the following performance expectations will be measured.

- Activities to be completed within the first six months of performing services under this Exhibit II:
 1. All processes used to collect and report standardized data in the Secure Public Health Electronic Records Environment (SPHERE) data system of the DPH or other state databases have been established.
 2. Basic training of all professional, paraprofessional, and supervisory staff has occurred.
 3. Standardized program policy and procedures, including common forms that meet the requirements of documentation and the Wisconsin Medicaid program, have been developed or adopted from HFA, the evidence-based model required under this contract and adopted by the home visiting contractors with the Department of Children and Families (DCF).
 - The program evaluation will include process and outcome measures that will require data collection, data entry, quality control, running reports, and analysis. Confidentiality must be assured and all staff must be trained and supervised to assure that the evaluation is successfully executed.
 - In the attached draft Indicators for the Evaluation of Racine Healthy Babies Home Visiting Program, DHS/DPH adopted a number of the same and/or similar indicators as those used by the DCF home visiting program. The County or its vendors will work with DPH to develop a final version which will then replace the draft and be in effect.
 - Vendors will collect data for each participant enrolled, and over time. DPH will determine when sufficient data is collected to determine a baseline for purposes of measuring future performance. DPH will notify the vendors when a baseline is established and at what point in time the vendors' performance will be measured to determine improvement.
 - In addition to the attached "Indicators for the Evaluation of the Racine Healthy Babies Home Visiting Program", the following data that are to be collected and reported include:
 1. The number and percent of women by risk criteria categories, enrolled by trimester of pregnancy
 2. Caseload retention
 3. Client contacts per pregnant woman or family enrolled
 4. Medicaid reimbursement
 5. Use of flexible funds
- 6. Maximize and leverage additional resources, including Medicaid reimbursement.**
- Vendors will be required to bill Medicaid for PNCC and CCC covered services as appropriate. All reimbursement is to be reinvested in the home visiting program.
 - Vendors will work with DHS to explore ways to maximize the use of federally qualified health centers for the Racine Healthy Babies home visiting program.
 - The general purpose revenue funds are to be leveraged to bring additional funds and resources into the community to support the purpose of the program. Processes will require effective billing for eligible BadgerCare Plus/Medicaid services and use of reimbursements to enhance program services. The program should be in a strong position to apply for federal Healthy Start funding or other federal or state funding when the opportunity comes available again. This overall evaluation process improves the program's capacity to determine effectiveness of selected strategies and report regularly using consistent data elements for measurement over time.
- 7. Prepare an annual report, derived in part from FIMR, to the City of Racine, DHS, the legislature, and the governor.**
- Reports will inform the program and key stakeholders.

- Vendors will work with DHS/DPH on the required format for the reports.
- Required reports include:
 - Monthly caseload reports
 - Monthly SPHERE data reports
 - Quarterly program reports that include a narrative description of the progress made for each of the components #1 through #4, and #6, and a summary of the data collected in #5
 - An annual report, derived in part from a review of fetal and infant deaths in the City of Racine, must be prepared and submitted to the City, DHS, the legislature, and the governor