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WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

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TABLE OF CONTENTS

	<u>Page</u>
1. Definitions	1
1.1 Allowable Costs	1
1.2 CARES	1
1.3 Community Steering Committee	1
1.4 Contingency Fund	1
1.5 Corrective Action	1
1.6 Department's Policies and Procedures	1
1.7 Plan	2
1.8 Preventable Error	2
1.9 Profit	2
1.10 Proposal	2
1.11 Request for Proposals	2
1.12 State	2
1.13 Total Expense Allocation	2
1.14 Tribe	2
1.15 W-2 Advisory Committee	2
1.16 W-2 Agency	2
2. Appointment of Contract Manager	2
3. Contract Term	2
4. W-2 Agency's Responsibilities	2
4.1 Plan	2
4.2 Performance Standards	2
4.3 Quality Assurance Plan	2
4.4 Cost Allocation Plan	2
4.5 Reporting	3
4.6 Information Technology Security	3
4.7 Cooperation	3
4.8 Medical Assistance	3
5. Procurement and Subcontracting	3
5.1 Applicable Law	3
5.2 Equipment	3
5.3 Agency Responsible	3
5.4 Subcontract Approval	3
5.4.1 Written Assurance	3
5.4.2 Expedited Approval	3
5.5 Instructions and Monitoring	4
5.6 Related Parties	4
5.7 Transition for Subcontracts from JOBS	4
6. Plan Modification	4
6.1 W-2 Agency Initiated	4
6.2 Department Initiated	4
7. Policy Change	4

8.	Funding Change	4
9.	Payment	5
9.1	Advance Payments	5
9.1.1	Recovery of September 1997 Extra Month Advance Payment	5
9.1.2	Recovery of Other Advance Payments	5
9.2	Reimbursement Claim	5
9.3	Reimbursement Calculations	5
9.3.1	Benefits Paid	5
9.3.2	Participant Sanctions	5
	9.3.2.1 Total Over Allocation	5
	9.3.2.2 Total Under Allocation	5
9.4	Excess Funds	6
9.5	Shortfall	6
9.6	Expense Reporting	6
9.7	Submitted Expenses	6
9.8	Agency Management, Support and Overhead	6
9.9	Payment Adjustments	6
10.	Calculation and Allowance for Profit	6
10.1	Profit Calculation	6
10.2	Preliminary Profit Calculation	6
10.2.1	Written Request	6
10.2.2	Final Expense Report	6
10.2.3	Agreement	6
10.2.4	Distribution	6
10.3	Final Profit Calculation and Distribution	7
10.4	Effect of Termination	7
11.	Records, Reporting, Monitoring and Security	7
11.1	Records Maintenance	7
11.2	Records Availability	7
11.3	Open Records Law Applicable	7
11.4	Confidentiality of Records	7
12.	On-Site Visits	7
13.	Annual Audit	7
14.	Corrective Action	7
14.1	Opportunity	7
14.2	Requirement to Submit	7
14.3	Failure to Submit or Fully Implement	7
15.	Disputes	8
16.	Preventable Errors	8

17.	Liquidated Damages	8
17.1	Failure to Serve	8
	17.1.1 Investigation	8
	17.1.2 Procedure	8
	17.1.3 Amount	8
17.2	Uncorrected Quality Assurance Errors	9
18.	Termination of Contract	9
18.1	Without Cause	9
18.2	Uncorrected Nonperformance	9
18.3	Substantial Noncompliance	9
18.4	Cooperation	9
18.5	Reimbursement	9
18.6	Transfer of Equipment	9
19.	General Provisions	9
19.1	Contract Amendment	9
19.2	Inability to Perform	9
19.3	Severability	10
19.4	Non-Assignability	10
19.5	Time Is Of The Essence	10
19.6	Waiver	10
19.7	No Employment Relationship	10
19.8	Disclosure of W-2 Agency Principals	10
19.9	Hiring of State Employees	10
19.10	Civil Rights Compliance Plan	10
19.11	Non-Discrimination Policy	10
19.12	Debarment Certification	11
19.13	Lobbying Certification	11
19.14	Indemnification	11
19.15	Notice	11
19.16	Performance Surviving Termination	11
19.17	Interim W-2 Advisory Committee	11
19.18	Captions	11
19.19	Entire Agreement	12

WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

THIS CONTRACT is entered into by and between the Wisconsin Department of Workforce Development ("Department") and Adams County Department of Health and Social Services ("W-2 Agency") (collectively, the "Parties").

WHEREAS, the Department is authorized by section 49.143 of the Wisconsin Statutes (1995-96), as amended, to contract with service providers to implement Wisconsin Works ("W-2"); and

WHEREAS, the purpose of W-2 is to enable parents to fulfill their responsibility to nurture and support their families by providing them community-based employment and supportive services and an opportunity to achieve, at the earliest possible time, economic independence and self-sufficiency through work; and

WHEREAS, the Department issued its "Request for Proposals (RFP) to Administer Wisconsin Works (W-2)" ("RFP") in August 1996; and

WHEREAS, the W-2 Agency submitted its Proposal in response to the RFP; and

WHEREAS, the Department has entered into a "Wisconsin Works (W-2) Start-Up Contract" with the W-2 Agency; and

WHEREAS, the Parties wish to contract for the administration of W-2 by the W-2 Agency in Adams County.

NOW, THEREFORE, the Department and the W-2 Agency agree as follows:

1. Definitions. The following definitions apply to the terms used in this Contract unless the context clearly requires otherwise:

1.1 Allowable Costs: Costs identified as allowable in the Department's "Wisconsin Works (W-2) Financial Management Manual."

1.2 CARES: The "Client Assistance for Re-employment and Economic Support" System.

1.3 Community Steering Committee: The Community Steering Committee described in section 49.143(2) of the Wisconsin Statutes.

1.4 Contingency Fund: Funds available, in the Department's sole discretion, to adjust for budgeted benefit cost shortfalls resulting from material changes to budget assumptions, including, but not limited to: applicable law, statewide economic indicators, and local economic factors.

1.5 Corrective Action: Action the Department deems necessary to remedy noncompliance with this Contract.

1.6 Department's Policies and Procedures: The policies and procedures listed in Appendix A, attached to this Contract.

1.7 Plan: The W-2 Agency's Plan to Administer W-2 in Adams County, attached to this Contract as Appendix B.

1.8 Preventable Error: An error in calculation or issuance of food stamps which the W-2 Agency could have prevented through the correct application of the Department's Policies and Procedures to information contained in documents in the case file or through an electronic file accessible at the time the determination was made.

1.9 Profit: The retained savings as calculated in section 10.1 of this Contract.

1.10 Proposal: The Proposal submitted by the W-2 Agency in response to the RFP.

1.11 Request for Proposals: The Department's "Request for Proposals (RFP) to Administer Wisconsin Works (W-2)", issued in August 1996, by the Department, and the Addenda to the RFP issued by the Department.

1.12 State: The State of Wisconsin.

1.13 Total Expense Allocation: Sum of office expense allocation and benefits allocation identified in Appendix C.

1.14 Tribe: A federally-recognized American Indian Tribe or Band located in the State.

1.15 W-2 Advisory Committee: A body of no more than fifteen (15) W-2 Agency representatives selected under the Department's Policies and Procedures to provide input and advice to the Department on matters relating to this Contract.

1.16 W-2 Agency: The agency that is under contract to administer W-2 under section 49.143(1) of the Wisconsin Statutes.

1. Appointment of Contract Manager. Each of the Parties shall have a Contract Manager. The Department's Contract Manager is Janice Tripp and the W-2 Agency's Contract Manager is Richard C. Holt.

1. Contract Term. The Contract Term is September 1, 1997, through December 31, 1999 ("Contract Term").

1. W-2 Agency's Responsibilities. The W-2 Agency shall:

4.1 Plan. Administer W-2 in accordance with the Plan.

4.2 Performance Standards. Comply with the performance standards for the administration of W-2 established by the Department under section 49.143(3) of the Wisconsin Statutes ("Performance Standards"), and set forth in Appendix D.

4.3 Quality Assurance Plan. Develop and administer a Quality Assurance Plan ("QAP") that provides for the prevention, detection and correction of errors related to eligibility and benefit determinations under this Contract. The W-2 Agency will periodically evaluate the overall effectiveness of the QAP and make modifications on an ongoing basis to, among other things, address issues arising out of W-2 Agency/State/federal quality assurance case reviews, quality improvement activities, and special studies.

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

4.5 Reporting. Submit reports specified by the Department as necessary to comply with federal and State requirements.

4.6 Information Technology Security. Provide for information technology security in accordance with the Department's Policies and Procedures.

4.7 Cooperation. Cooperate with the Department and any other W-2 Agency in the administration of W-2.

4.8 Medical Assistance. Perform all responsibilities related to Medical Assistance under the direction of the Division of Health ("DOH")/Wisconsin Department of Health and Family Services and comply with all federal and State laws and rules and DOH policies and procedures for the Medical Assistance Program.

5. Procurement and Subcontracting.

5.1 Applicable Law. The W-2 Agency agrees to conduct all procurement transactions in a manner consistent with all applicable federal and State requirements.

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

5.3 Agency Responsible. The W-2 Agency remains responsible for performance of any service under this Contract that is subcontracted.

5.4 Subcontract Approval. The W-2 Agency may subcontract for some or all of the services covered by this Contract. A subcontract is required for the W-2 Agency to issue payment for services provided under this Contract by a subcontractor. Except as otherwise provided in this section, the W-2 Agency's subcontract procedures, the W-2 Agency's use of subcontractors, the proposed subcontract and the proposed subcontractor are all subject to the prior written approval of the Department's Contract Manager under the Department's Policies and Procedures. Upon signing a subcontract, the W-2 Agency shall submit a copy to the Department's Contract Manager within fifteen (15) business days.

5.4.1 Written Assurance. As an alternative to section 5.4 of this Contract, the W-2 Agency may provide a written assurance to the Department that the W-2 Agency has complied and will comply with all subcontract requirements under this Contract and applicable State and federal laws. Upon written approval by the Department, a written assurance under this section shall fulfill the Department's subcontract requirements. The Department's Contract Manager shall notify the W-2 Agency of the Department's approval or disapproval within ten (10) business days after the W-2 Agency's request for approval is received by the Department. Upon signing a subcontract, the W-2 Agency shall submit a copy to the Department's Contract Manager within fifteen (15) business days.

5.4.2 Expedited Approval. As a further alternative to section 5.4 of this Contract, the Department may approve a subcontract if the subcontractor has previously fulfilled a State program contract or subcontract without incurring penalties or if a previously developed subcontract is within the provisions of the "Wisconsin Works (W-2) Financial Management Manual." The W-2 Agency shall submit a request to the Department's Contract Manager for approval under this subsection. The Department's Contract Manager shall notify the W-2 Agency of the Department's approval or disapproval within ten (10) business days after the W-2 Agency's request for approval is received by the Department's Contract Manager. Upon signing a subcontract, the W-2 Agency shall submit a copy to the Department's Contract Manager within fifteen (15) business days.

5.5 Instructions and Monitoring. The W-2 Agency shall establish instructions and monitoring procedures to ensure each subcontractor complies with this Contract, applicable State and federal laws, rules and regulations and the Department's Policies and Procedures.

5.6 Related Parties. Prior to signing a subcontract with a "related party" as defined in the Department's "Wisconsin Works (W-2) Financial Management Manual," and regardless of the subcontract approval procedure used, the W-2 Agency shall notify the Department's Contract Manager of any such proposed subcontract.

5.7 Transition for Subcontracts from JOBS. Regardless of the subcontract approval mechanism used, the W-2 Agency shall notify the Department's Contract Manager of any proposed subcontract with a public or private agency that administers or administered the Job Opportunities and Basic Skills ("JOBS") Program. Any subcontract of this type shall provide that the Department maintains ownership of the equipment under the former JOBS contract that is transferred under the subcontract, that the equipment shall be maintained in accordance with State standards, and that the ownership of all equipment shall revert to the Department at the end of the subcontract.

6. Plan Modification.

6.1 W-2 Agency Initiated. If the W-2 Agency determines that a substantive change is needed to the Plan, the W-2 Agency shall submit the proposed change in writing to the Department's Contract Manager for written approval. A substantive change includes, but is not limited to, a change in: services or a service provider; service hours or the location where services are provided; management oversight or contract administration; or access to and delivery of services.

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

7. Policy Change. From time to time, in its sole discretion, the Department may modify the Department's Policies and Procedures and the list in Appendix A. If the Department proposes a modification to the Department's Policies and Procedures that is not required by State or federal law, rules or regulations or court order or settlement agreement, the W-2 Agency, using the W-2 Advisory Committee, will have thirty (30) calendar days to comment on the fiscal impact to the W-2 Agency of such a change. The Department shall consider such comments prior to the implementation of the proposed modification to the Department's Policies and Procedures. The Department does not intend to unilaterally impose any new and previously unbudgeted programs on the W-2 Agency.

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

9. Payment.

9.1 Advance Payments. On or before September 5, 1997, the Department will issue an advance payment equal to two(2) times the monthly Office Expense Allocation for September 1997, plus an estimated amount for trial jobs expense up to the budgeted amount for September 1997, identified in Appendix C. On or before October 5, 1997, the Department will issue an advance payment equal to the Office Expense Allocation for October 1997, plus an estimated amount for trial jobs expense up to the budgeted amount for October 1997, identified in Appendix C. On or before November 5, 1997, the Department will issue an advance payment equal to the Office Expense Allocation for November 1997, plus an estimated amount for trial jobs expense up to the budgeted amount for November 1997, identified in Appendix C. The estimated amount for the trial jobs advance payment will be calculated based on a Department formula and information provided by the W-2 Agency.

9.1.1 Recovery of September 1997 Extra Month Advance Payment. Preparatory to any preliminary profit calculation, the Department, in November 1998, will collect an amount from the W-2 Agency equal to the September 1997 Office Expense Allocation identified in Appendix C.

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

9.2 Reimbursement Claim. The W-2 Agency's reimbursement claim for September 1997 will be filed on or before the last day of October 1997, will be processed in November 1997, and the Department will issue payment in December 1997. Thereafter, the W-2 Agency's reimbursement claim will be filed on or before the last day of the month following the month for which reimbursement is claimed. The reimbursement claim will be processed in the month following submission and paid by the fifth day of the month following processing, subject to reduction, recovery and reimbursement as provided in this Contract.

9.3 Reimbursement Calculations. Reimbursement for reported office expense in any month will be calculated by subtracting benefits paid and participant sanctions ("Participant Sanctions") from Total Expense Allocation.

9.3.1 Benefits Paid. Benefits paid will be the amounts paid under Aid to Families with Dependent Children ("AFDC"), amounts for transitional placements ("W-2 Transitions"), amounts for community service jobs ("Community Service Jobs") amounts for and trial jobs ("Trial Jobs").

9.3.2 Participant Sanctions. Participant Sanctions is the total amount withheld from W-2 participants as benefit sanctions imposed under the Department's Policies and Procedures.

9.3.2.1 Total Over Allocation. In the event that the cumulative amount of Participant Sanctions is greater than the Allocated Participant Sanctions in Appendix C, then the Department shall not deduct from the W-2 Agency monthly reimbursement payment Participant Sanctions in excess of the amount of the Allocated Participant Sanctions in Appendix C.

9.3.2.2 Total Under Allocation. In the event that the cumulative amount of Participant Sanctions is less than the Allocated Participant Sanctions in Appendix C, then the Department shall, during the final close-out of this Contract, deduct from the final reimbursement payment the difference between the Participant Sanctions and the Allocated Participant Sanctions.

9.4 Excess Funds. If there are funds left in the monthly Total Expense Allocation after the subtraction of the benefits paid and Participant Sanctions and reimbursement of reported office expense, that amount shall be added to the monthly Total Expense Allocation for the next month.

9.5 Shortfall. If the monthly Total Expense Allocation is not sufficient to pay the W-2 Agency's reported office expense after the subtraction of the benefits paid and Participant Sanctions, the W-2 Agency's reported office expense will be reimbursed up to the amount available for the month and the unreimbursed expenses will be carried forward to the next month.

9.6 Expense Reporting. The Department will not reimburse expenses incurred within the Contract Term, but reported more than ninety (90) calendar days after the end of the Contract Term.

9.7 Submitted Expenses. Expenses submitted under this Contract shall be consistent with the W-2 Agency's approved Cost Allocation Plan.

9.8 Agency Management, Support and Overhead. Agency management, support and overhead ("AMSO") as identified in the Department's Policies and Procedures may not exceed ten percent (10%) of the Total Expense Allocation identified in Appendix C.

9.9 Payment Adjustments. The Department may reduce, withhold, or recover payments to the W-2 Agency if the W-2 Agency fails to satisfactorily perform its responsibilities under this Contract, or if the Department determines that the Department has reimbursed the W-2 Agency erroneously, or with respect to liquidated damages under section 17 of this Contract. The Department may assert a claim for recovery from the W-2 Agency at any time the Department is subject to recovery by the federal government.

10. Calculation and Allowance for Profit.

10.1 Profit Calculation. The Department shall subtract the W-2 Agency's reimbursed allowed expenses and deductions for benefits paid, Participant Sanctions, and any funds received from the Contingency Fund unless repaid to the Department from the Total Expense Allocation identified in Appendix C to arrive at the "Contract Surplus." If the Contract Surplus is less than or equal to seven percent (7%) of the Total Expense Allocation in Appendix C, the Department shall pay the entire Contract Surplus to the W-2 Agency as Profit. Any Contract Surplus in excess of seven percent (7%) shall be distributed as follows: ten percent (10%) of the balance to the W-2 Agency for unrestricted use; forty-five percent (45%) of the balance to the Department; and forty-five percent (45%) of the balance to the W-2 Agency for reinvestment in the community for services to low-income persons, subject to the Department's approval. The W-2 Agency is not required to repay funds received from the Contingency Fund.

10.2 Preliminary Profit Calculation. If the W-2 Agency wishes to receive a portion of Profit, based on actual activities and expenditures for the year ending August 31, 1998, estimated pursuant to section 10.1 of this Contract, the W-2 Agency must meet the following requirements:

10.2.1 Written Request. The W-2 Agency must submit to the Department by November 1, 1998, a written request specifying the amount of requested Profit, up to seventy-five percent (75%) of estimated Profit.

10.2.2 Final Expense Report. The W-2 Agency must submit to the Department by November 1, 1998, a final report for actual expenses for the year ending August 31, 1998.

10.2.3 Agreement. The W-2 Agency must sign the agreement attached as Appendix E.

10.2.4 Distribution. The preliminary Profit will be distributed within sixty (60) calendar days of the calculation under 10.2 under this Contract.

10.3 Final Profit Calculation and Distribution. The final Profit calculation by the Department will occur within six (6) months after the close of this Contract. If the W-2 Agency has received a preliminary distribution of Profit under section 10.2 of this Contract, any amount received will be subtracted from the final calculation by the Department of Profit. Final Profit will be distributed within sixty (60) calendar days of the calculation in this section.

10.4 Effect of Termination. If this Contract is terminated by either Party, no Profit will be paid, unless the Department terminates this Contract without cause.

11. Records, Reporting, Monitoring and Security.

11.1 Records Maintenance. The W-2 Agency shall comply with the records, reporting and monitoring requirements of the Department's Policies and Procedures. The W-2 Agency shall maintain such records, reports, evaluations, financial statements and necessary evidence of accounting procedures and practices to document the funding received and disbursements made under this Contract. The W-2 Agency shall provide information in a form and manner prescribed by the Department, using the CARES system and other systems designated by the Department.

11.2 Records Availability. Upon request, the W-2 Agency shall make records available to the Department for inspection. Upon ten (10) business days notice from the Department, the W-2 Agency further agrees to transfer to the Department any original or copy of records that the Department requests during or after the Contract Term. The W-2 Agency shall use the schedules for record retention in accordance with the Department's Policies and Procedures and State and federal law.

11.3 Open Records Law Applicable. The W-2 Agency acknowledges the applicability of the Wisconsin Open Records Law, sections 19.31—19.39 of the Wisconsin Statutes.

11.4 Confidentiality of Records. The W-2 Agency agrees to comply with the applicable federal and State laws, rules and regulations concerning confidentiality of records as specified in the Department's Policies and Procedures.

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

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

14. Corrective Action.

14.1 Opportunity. Except under sections 16 and 18.3 of this Contract, the W-2 Agency may submit a Corrective Action plan to address noncompliance with the provisions of this Contract.

14.2 Requirement to Submit. Within five (5) business days of receipt by the W-2 Agency of notice of failure to perform any provision of this Contract, the W-2 Agency shall submit to the Department for approval a Corrective Action plan to remedy such failure.

14.3 Failure to Submit or Fully Implement. A failure by the W-2 Agency to submit a Corrective Action plan or a failure by the W-2 Agency to fully implement a Corrective Action plan within ten (10) business days of approval of the Corrective Action plan by the Department shall constitute Uncorrected Nonperformance under section 18.2 of this Contract and shall be cause for termination of this Contract.

15. Disputes. The W-2 Agency's sole and exclusive method of resolving any dispute or controversy arising out of or relating to this Contract shall be the complaint process provided in this section. The W-2 Agency may address a written complaint to the Chief Legal Counsel of the Department at the following address: Department of Workforce Development Chief Legal Counsel, P.O. Box 7946, Madison, WI 53707-7946. The Department's Chief Legal Counsel or designee shall respond in writing to the complaint within ten (10) business days, unless the time period for response is extended by mutual agreement. If either the W-2 Agency or the Department staff is not satisfied with the response, either the W-2 Agency or the Department staff may request a review of the response by the Secretary of the Department at the following address: Department of Workforce Development Secretary, P.O. Box 7946, Madison, WI 53707-7946. The Secretary, or designee, shall promptly respond in writing. If the W-2 Agency is not satisfied with the response of the Secretary, the W-2 Agency's exclusive remedy is to terminate this Contract upon one hundred eighty (180) calendar days written notice.

16. Preventable Errors. The W-2 Agency will be held accountable for errors for food stamp cases which the W-2 Agency could have prevented by complying with the Department's Policies and Procedures and taking appropriate action on the case. A preventable agency error penalty may be assessed for each inaccurately issued benefit which could have been prevented by the W-2 Agency. The penalty will be equal to the total of the difference between the correct case benefit as determined by the Department and actual benefits approved by the W-2 Agency, multiplied by fifteen (15). The total of assessed preventable agency error penalties will be calculated each federal fiscal year (October through September). If Wisconsin exceeds the national Food Stamp Program error tolerance level in any federal fiscal year, the total of assessed preventable agency error penalties will be withheld from the W-2 Agency's reimbursement payment in the month following receipt of the official notification from the federal government that Wisconsin has exceeded the national error tolerance level. It is the Department's intention not to assess the W-2 Agency any penalty for preventable agency error in any year in which there is no federal sanction assessed against the Department. This section addresses an issue that is separate from the issue addressed by section 17.2 of this Contract, and does not create an exception from section 17.2 of this Contract.

17. Liquidated Damages.

17.1 Failure to Serve.

17.1.1 Investigation. The Department shall investigate an alleged instance of failure to serve based on information received from a complaint from any source, including, but not limited to, a W-2 applicant or participant, a management report analysis, a case review, on-site monitoring, or desk monitoring.

17.1.2 Procedure. The Department's Contract Manager shall describe in writing the alleged instance of failure to serve and shall provide a copy to the W-2 Agency. The Department shall investigate the alleged instance of failure to serve, and shall issue a written finding of fault or no fault. The W-2 Agency shall cooperate with the Department's investigation. A finding of fault may include a warning and a Corrective Action plan and timeline to resolve the finding. The Department may waive part or all of the damage amount set forth in section 17.1.3 of this Contract if the W-2 Agency implements the Corrective Action in compliance with the timeline. The W-2 Agency may use the dispute procedure under this Contract to obtain review of a written finding under this section, but any such complaint must be received by the Department Chief Legal Counsel within ten (10) business days of the written finding.

17.1.3 Amount. If the W-2 Agency fails to provide access to the W-2 application process to an individual, or fails to provide assistance to an individual who needs physical access, language, vision or hearing help to access W-2 services, or fails to respond to a contact from a W-2 applicant or W-2 participant, or does not provide publicly advertised W-2 services in terms of location, hours, or staff availability, and the W-2 Agency knew or should have known that this service was required by this Contract, the Parties hereby agree that damages will be difficult to calculate. Accordingly, upon a finding of failure to

serve, liquidated damages will be assessed in the amount of Five Thousand Dollars (\$5,000) per failure to serve. These damages shall be collected under section 9.9 of this Contract.

17.2 Uncorrected Quality Assurance Errors. In addition to the requirements of section 4.3 of this Contract, the Department may conduct a quality assurance review of any of the activities under this Contract to assure that benefits are accurately determined. When the Department identifies an error, the W-2 Agency will have thirty (30) calendar days from receipt of notification from the Department of the error to take required Corrective Action. When an error is not corrected within thirty (30) calendar days, the Parties agree that damages would be difficult to calculate. Accordingly, upon a finding of an uncorrected error, liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per uncorrected error. These damages shall be collected under section 9.9 of this Contract.

18. Termination of Contract.

18.1 Without Cause. Upon one hundred eighty (180) calendar days written notice, either Party may terminate this Contract without cause.

18.2 Uncorrected Nonperformance. Termination for Uncorrected Nonperformance under section 14.3 of this Contract shall be effective within ten (10) business days after the Department has mailed notice of termination.

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

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

18.5 Reimbursement. If the Department terminates this Contract, the Department shall reimburse the W-2 Agency for Allowable Costs of services performed under this Contract. At its sole discretion, the Department may also reimburse the W-2 Agency for close-out costs. If the W-2 Agency terminates this Contract without cause, the Department will exercise due diligence in selecting and contracting with a replacement W-2 Agency, which may result in a reduction by the Department of the one hundred eighty (180) calendar days notice period under section 18.1 of this Contract. In addition to the costs allocated in Appendix C, and at its sole discretion, the Department may reimburse the W-2 Agency for costs incurred during the notice period.

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

19. General Provisions.

19.1 Contract Amendment. This Contract may be amended at any time with the mutual consent of the Parties.

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

- 19.3 Severability.** If any provision of this Contract is found to be illegal, unenforceable, or void, then the remainder of this Contract shall remain in effect.
- 19.4 Non-Assignability.** Except as provided in section 5.4 of this Contract, the W-2 Agency may not assign this Contract or any portion of the services to be provided under this Contract to another person or party without the prior written consent of the Department.
- 19.5 Time is Of The Essence.** Time is of the essence with respect to all specific time periods set forth in this Contract.
- 19.6 Waiver.** No right under this Contract shall be deemed waived unless either Party, by certified mail, sends to the other Party written notice of waiver of that Party's right. No provision of this Contract shall be deemed waived by reason of either Party failing to enforce the provision on one or more occasions.
- 19.7 No Employment Relationship.** It is understood, intended and agreed that this Contract shall not be construed to create an employer/employee relationship between the Department and the W-2 Agency. The W-2 Agency is an independent contractor of the Department.
- 19.8 Disclosure of W-2 Agency Principals.** If any officer or principal of the W-2 Agency is a State public official, as defined in section 19.42(14) of the Wisconsin Statutes, or if the W-2 Agency is an organization in which a State public official or a member of that official's immediate family owns or controls at least ten percent (10%) interest, this Contract shall be voidable by the State and any amounts paid under this Contract may be recovered as provided in section 16.77(2) of the Wisconsin Statutes and Wisconsin Administrative Code section ADMIN 10.10(5), unless appropriate disclosure is made to the State Ethics Board.
- 19.9 Hiring of State Employees.** The W-2 Agency will not engage the services of any person now employed by the State to provide services under this Contract without the prior written permission of the Department.
- 19.10 Civil Rights Compliance Plan.** The W-2 Agency shall submit its Civil Rights Compliance Plan ("CRC Plan") within thirty (30) calendar days of the W-2 Agency signing this Contract. If a similar CRC Plan has been submitted under a Wisconsin Works (W-2) Start-Up Contract and is approved or is pending approval, or if a similar CRC Plan was approved by another State agency within the previous two (2) years, a copy of the CRC Plan submitted or approved under the Wisconsin Works (W-2) Start-Up Contract or evidence of other agency approval will fulfill this requirement, if submitted to the Division of Economic Support Civil Rights Compliance Officer, P.O. Box 7935, Madison, 53707-7935.
- 19.11 Non-Discrimination Policy.** In connection with the performance of work under this Contract, the W-2 Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5) of the Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the W-2 Agency further agrees to take affirmative action to ensure equal employment opportunities. The W-2 Agency agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division of Economic Support Civil Rights Compliance Officer setting forth the provisions of this non-discrimination policy.

19.12 Debarment Certification. The W-2 Agency certifies that neither the W-2 Agency nor any of its principals are debarred, suspended, or proposed for debarment from federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Standard Programs). The W-2 Agency will obtain certifications from subcontractors stating that neither the subcontractors nor potential sub-recipients, contractors, or any of their principals are debarred, suspended or proposed for debarment. (See Appendix F to be signed and returned with this Contract.)

19.13 Lobbying Certification. The W-2 Agency must sign and return with this Contract, the Certification regarding Lobbying (see Appendix G) or the Disclosure of Lobbying Activities (see Appendix H).

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

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

The Department: Janice Tripp, Contract Manager
[address to be supplied on a replacement page]

The W-2 Agency: Richard C. Holt, Contract Manager
[address to be supplied on a replacement page]

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

19.16 Performance Surviving Termination. The obligations of the Parties under sections 4.5 (Reporting), 9 (Payment), 10 (Calculation and Allowance for Profit), 11 (Records, Reporting, Monitoring and Security), 13 (Annual Audit), 15 (Disputes), 16 (Preventable Errors), 17 (Liquidated Damages), 18.4 (Cooperation), 18.5 (Reimbursement), 19.3 (Severability), 19.5 (Time Is of the Essence), 19.6 (Waiver), 19.14 (Indemnification), and 19.15 (Notice) of this Contract shall survive the termination of this Contract.

19.17 Interim W-2 Advisory Committee. The Department will convene a meeting of an interim W-2 Advisory Committee no later than July 31, 1997.

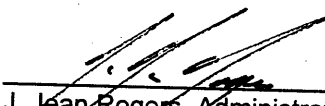
19.18 Captions. The captions in this Contract are intended for reference only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

19.19 Entire Agreement. It is understood and agreed that the entire Contract between the Department and the W-2 Agency for the implementation of W-2 is set forth in this Contract. The following appendixes are incorporated by reference herein and are a part of this Contract:

Appendix A	Department's Policies and Procedures.
Appendix B	W-2 Agency's Plan to Administer W-2.
Appendix C	W-2 Agency's Financial Schedule.
Appendix D	Provisions Relating to Performance Standards.
Appendix E	Agreement Relating to Preliminary Profit Distribution.
Appendix F	Certification Regarding Debarment and Suspension.
Appendix G	Certification Regarding Lobbying.
Appendix H	Disclosure of Lobbying Activities.
Appendix I	Provision Relating to W-2 Agencies in Milwaukee County.
Appendix J	Provisions Relating to W-2 Agencies that are Counties.
Appendix K	Provisions Relating to W-2 Agencies that are Tribes.
Appendix L	Provision Relating to W-2 Agencies that are not Counties, not Tribes and are not Located in Milwaukee County.
Appendix M	Children First Program.
Appendix N	Job Access Loans.
Appendix O	Food Stamp Employment and Training - Supplemental Funds.
Appendix P	Food Stamp Employment and Training - Local Match Program.
Appendix Q	Employment Skills Advancement Program.
Appendix R	Medical Assistance Transportation.
Appendix S	Refugee Assistance Program.
Appendix T	Emergency Assistance.
Appendix U	RFP.

Appendix U is already in the possession of the W-2 Agency.

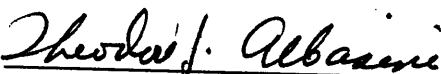
IN WITNESS WHEREOF, the Department and the W-2 Agency have executed this Contract on the dates set forth below.



J. Jean Rogers, Administrator
Division of Economic Support
Department of Workforce Development

Date

6/30/97



W-2 Agency's Authorized Representative, Title
W-2 Agency's Tax Identification Number

69-6206206

Date

8/4/97

APPENDIX A
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

DEPARTMENT'S POLICIES AND PROCEDURES

Key: a.) Source b.) Location/Where to access/Contact Person

ITEM

1. DES Administrator's Memo 97-06 (Pre-Trial Implementation) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
2. DES Administrator's Memo 97-08 (W-2 Start-Up Funding Allocation Notice and Clarification of Information Technology Requirements) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
3. DES Administrator's Memo 97-10 (Updated Information On W-2 Start-Up Funding, Availability of Federal Pass-Through Funds, and Transitioning to W-2) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
4. DES Administrator's Memo 97-04 (W-2 Implementation) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
5. DES Administrator's Memo 97-05 (Wisconsin Works (W-2) Transition Forums - Notice) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
6. DES Administrator's Memo 97-07 (W-2 Draft Policy Document, Emergency Administrative Rules, and Draft Implementation Timeline) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
7. DES Administrator's Memo 97-09 (Universal Referral for Participation Implementation) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
8. DES Administrator's Memo 97-17 (Preparing for the Transition from AFDC to W-2) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
9. DES Administrator's Memo 97-12 (DES W-2 Training Plan) ✓
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.

10. Bureau of Welfare Initiatives Operations Memos
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
11. Purchaser's Policies and Procedures on W-2
 - a.) W-2 Policy
 - b.) Stephen Dow, Program Implementation Team, DES, (608) 266-9390
12. Allocation Guidelines
 - a.) DWD Wisconsin Works (W-2) Financial Management Manual-Allowable Costs Section (Direct Costs, Allocated Costs, and Indirect Costs)
 - b.) Colleen Ristau, Financial Supervisor, DES Contracts Section (608) 266-8775
13. Purchaser's Financial Management Manual
 - a.) DWD Wisconsin Works (W-2) Financial Management Manual
 - b.) Colleen Ristau, Financial Supervisor, DES Contracts Section (608) 266-8775
14. Purchaser's Allowable Costs Policy
 - a.) DWD Wisconsin Works Financial Management Manual-Allowable Costs Section
 - b.) Colleen Ristau, Financial Supervisor, DES Contracts Section (608) 266-8775
15. Provider Agency and State Single Audit Guide
 - a.) DWD Wisconsin Works (W-2) Financial Management Manual-Audit Guides Section
 - b.) Colleen Ristau, Financial Supervisor, DES Contracts Section (608) 266-8775
16. Purchaser's Policies and Procedures on Reporting and Monitoring
 - a.) Wisconsin CARES Guide
CARES Guide Supplement
CARES Desk Aid
DES Bureau of Employment and Program Operations Monitoring Guide for Wisconsin JOBS Programs
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
17. Purchaser's Policies and Procedures on Child Support reporting
 - a.) KIDS User Manual
 - b.) Kathe McCleave, Bureau of Child Support, (608) 266-9604
18. Purchaser's Policies and Procedures on Accounting for Economic Support Programs
 - a.) DES Accounting Manual - Economic Support
 - b.) Mark McGaughey, Bureau of Management and Operations (608) 267-7636
19. Purchaser's Policies and Procedures on Medical Assistance
 - a.) Medical Assistance Handbook
 - b.) Stephen Dow, Program Implementation Team, DES, (608) 266-9390
20. DES/DOH Administrator's Memo 94-11 (Medicaid Transportation)
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
21. Purchaser's Policies and Procedures Regarding Equipment Procured
 - a.) DWD Wisconsin Works (W-2) Financial Management Manual-Allowable Costs Section (Procurement and Subcontracting)
 - b.) Colleen Ristau, Financial Supervisor, DES Contracts Section (608) 266-8775

22. DES Administrator's Memo 96-44 (Approval of Automated Data Processing/Information Technology Purchases)
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
23. Purchaser's Policies and Procedures on the Job Opportunities and Basic Skills (JOBS)
 - a.) JOBS Policy Manual
 - b.) Stephen Dow, Program Implementation Team, DES, (608) 266-9390
24. Purchaser's Policies and Procedures on Related Party Transactions
 - a.) DWD Wisconsin Works (W-2) Financial Management Manual-Allowable Costs Section (Related Party Transactions)
 - b.) Colleen Ristau, Financial Supervisor, DES Contracts Section (608) 266-8775
25. Purchaser's Reimbursement Schedule-Policies and Procedures
 - a.) 1997 CARS (Community Aids Reporting System) Accounting Reports Manual
 - b.) Kathy Draves, CARS Processing Unit-County Agencies (608) 267-9621
26. Purchaser's Policies and Procedures on Income Maintenance
 - a.) The Income Maintenance Manual
 - b.) Stephen Dow, Program Implementation Team, DES, (608) 266-9390
27. Purchaser's Policies and Procedures on Aid to Families with Dependent Children (AFDC)
 - a.) AFDC Handbook
 - b.) Stephen Dow, Program Implementation Team, DES, (608) 266-9390
28. Purchaser's Policies and Procedures on Learnfare Case Management
 - a.) Learnfare Case Management Manual
 - b.) Stephen Dow, Program Implementation Team, DES, (608) 266-9390
29. Purchaser's Policies and Procedures on Other Programs
 - a.) Other Programs Manual
 - b.) Stephen Dow, Program Implementation Team, DES (608) 266-9390
30. DES Administrator's Memo 97-14 (Child Care Capacity Building for W-2)
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
31. Purchaser's Policies and Procedures on Food Stamps
 - a.) Food Stamp Handbook
 - b.) Stephen Dow, Program Implementation Team, DES, (608) 266-9390
32. Purchaser's Policies and Procedures on Child Care
 - a.) Child Day Care Manual
 - b.) Dave Edie, Office of Child Care, (608) 266-6946
33. Purchaser's Policies and Procedures on Child Support
 - a.) Child Support Procedures Manual
Child Support Policy Manual
Child Support Program Administrative Manual
 - b.) Kathe McCleave, Bureau of Child Support, (608) 266-9604

34. Purchaser's requirements pertaining to records retention and destruction
 - a.) Wisconsin Administrative Code-Chapter HSS 245
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
35. Confidentiality Rules and Regulations
 - a.) Wisconsin Statutes-Chapter 49 Public Assistance-Subchapter VI
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
36. Civil Rights Compliance Requirements
 - a.) DWD Civil Rights Compliance Standards and Resource Manual
 - b.) Ann Smith, DES Equal Opportunity Officer (608) 267-0927
37. Certification Regarding Debarment and Suspension
 - a.) Federal
 - b.) Copy attached to Wisconsin Works Implementation Contract as Appendix F
Gerald Wilson, DES Contract Coordinator (608) 266-5429
38. Certification Regarding Lobbying
 - a.) Federal
 - b.) Copy attached to Wisconsin Works Implementation Contract as Appendix G
Gerald Wilson, DES Contract Coordinator (608) 266-5429
39. Disclosure of Lobbying Activities
 - a.) Federal
 - b.) Copy attached to Wisconsin Works Implementation Contract as Appendix H
Gerald Wilson, DES Contract Coordinator (608) 266-5429
40. DES Administrator's Memo 97-15 (County Human/Social Services, Child Support, W-2 Agencies and Wisconsin Indian Tribes Directories)
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.
41. DES Regional Offices, Staff and Assignments
 - ASHLAND REGIONAL OFFICE
Steve Ojibway, Area Administrator
715/682-7291

COUNTIES: Ashland, Barron, Bayfield, Burnett, Douglas,
Iron, Polk, Price, Rusk, Sawyer, and Washburn
TRIBES: Bad River, Lac Courte Oreilles, Red Cliff and St. Croix
 - EAU CLAIRE REGIONAL OFFICE
Larry Willkom, Area Administrator
715/836-5414

COUNTIES: Buffalo, Chippewa, Clark, Dunn, Eau Claire, Jackson,
LaCrosse, Monroe, Pepin, Pierce, St. Croix, and Trempealeau
TRIBES: Ho Chunk

- **GREEN BAY REGIONAL OFFICE**
Kevin Huggins, Area Administrator
414/448-5313

COUNTIES: Brown, Calumet, Door, Fond du Lac, Green Lake, Kewaunee, Manitowoc, Marinette, Marquette, Menominee, Oconto, Outagamie, Shawano, Waupaca, Waushara, and Winnebago
TRIBES: Menominee, Oneida and Stockbridge-Munsee

- **MADISON REGIONAL OFFICE**
Gary Miller, Area Administrator
608/243-2404

COUNTIES: Columbia, Crawford, Dane, Grant, Green, Iowa, Juneau, Lafayette, Richland, Rock, Sauk, and Vernon

- **MILWAUKEE REGIONAL OFFICE**
Talmadge Wilson, Area Administrator
414/227-4245

COUNTY: Milwaukee

- **RHINELANDER REGIONAL OFFICE**
Janice Tripp, Area Administrator
715/365-2566

COUNTIES: Adams, Florence, Forest, Langlade, Lincoln, Marathon, Oneida, Portage, Taylor, Vilas, and Wood
TRIBES: Lac du Flambeau, Potawatomi, Sokaogon

- **WAUKESHA REGIONAL OFFICE**
Randy Hayward, Area Administrator
414/521-5114

COUNTIES: Dodge, Jefferson, Kenosha, Ozaukee, Racine, Sheboygan, Walworth, Washington, and Waukesha

APPENDIX B
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

W-2 AGENCY'S PLAN TO ADMINISTER W-2

The W-2 Agency's Plan to Administer W-2 shall consist of the:

1. W-2 Agency's Proposal to Administer Wisconsin Works (W-2) submitted to the Department in November 1996;
2. Transcript of the Videotape of the Oral Presentation (if any) by the W-2 Agency to the Department in January 1997;
3. Letter in June 1997 from the Department's Contract Manager to the W-2 Agency approving or conditionally approving the W-2 Agency's Proposal;
4. Letter in September 1997, with modifications made between June and September 1997, from the Department's Contract Manager to the W-2 Agency; and
5. Modifications made under this Contract to the W-2 Agency's Plan to Administer Wisconsin Works (W-2).

All of the above documents shall be modified, if necessary, by the Department's Policies and Procedures, and State and federal law.

For the Geographic Area: Adams County		APPENDIX C to the WISCONSIN WORKS IMPLEMENTATION CONTRACT W-2 Agency's Financial Schedule		OFFICE EXPENSE ALLOCATION				BENEFITS ALLOCATION				TOTAL		Allocated Participant Sanctions		Carryover of Unspent Allocation
				Direct Services	Administrative Cost Maximum	Long-Term/Refugee Supp	Total W-2 Office	AFDC	W-2 T	CSJ	TRIAL	Total Benefits for Month	EXPENSE ALLOCATION	Participant Sanctions	Carryover Allocation	
CY 1997	September	\$30,034	\$9,568	\$0	\$39,602	\$0	\$16,431	\$35,414	\$4,231	\$56,075	\$	\$	\$95,676	\$	\$	
	October	\$30,316	\$9,617	\$0	\$39,933	\$0	\$16,328	\$35,311	\$4,595	\$56,235	\$	\$	\$96,168	\$	\$	
	November	\$30,543	\$9,648	\$0	\$40,191	\$0	\$16,226	\$35,141	\$4,926	\$56,292	\$	\$	\$96,484	\$	\$	
	December	\$30,723	\$9,665	\$0	\$40,387	\$0	\$16,123	\$34,902	\$5,233	\$56,258	\$	\$	\$96,646	\$	\$	
	Calendar Year 1997 Total	\$121,616	\$38,497	\$0	\$160,113	\$0	\$65,107	\$140,767	\$18,985	\$224,860	\$	\$	\$384,973	\$	\$	
CY 1998	January	\$30,843	\$9,757	\$0	\$40,600	\$0	\$16,257	\$35,112	\$5,599	\$56,968	\$	\$	\$97,568	\$	\$	
	February	\$30,928	\$9,742	\$0	\$40,670	\$0	\$16,151	\$34,734	\$5,862	\$56,747	\$	\$	\$97,417	\$	\$	
	March	\$30,964	\$9,711	\$0	\$40,674	\$0	\$16,036	\$34,294	\$6,100	\$56,431	\$	\$	\$97,105	\$	\$	
	April	\$30,949	\$9,663	\$0	\$40,613	\$0	\$15,913	\$33,792	\$6,315	\$56,019	\$	\$	\$96,632	\$	\$	
	May	\$30,884	\$9,599	\$0	\$40,484	\$0	\$15,778	\$33,229	\$6,504	\$55,510	\$	\$	\$95,994	\$	\$	
	June	\$30,768	\$9,519	\$0	\$40,287	\$0	\$15,633	\$32,604	\$6,668	\$54,905	\$	\$	\$95,192	\$	\$	
	Six month subtotal	\$185,336	\$57,991	\$0	\$243,327	\$0	\$95,768	\$203,766	\$37,047	\$336,581	\$	\$	\$579,909	\$	\$	
	July	\$30,286	\$9,387	\$0	\$39,674	\$0	\$15,476	\$31,920	\$6,805	\$54,201	\$	\$	\$93,875	\$	\$	
	August	\$30,077	\$9,275	\$0	\$39,352	\$0	\$15,309	\$31,174	\$6,916	\$53,400	\$	\$	\$92,752	\$	\$	
	September	\$29,794	\$9,144	\$0	\$38,937	\$0	\$15,132	\$30,368	\$7,000	\$52,499	\$	\$	\$91,437	\$	\$	
	October	\$29,468	\$8,996	\$0	\$38,465	\$0	\$14,943	\$29,501	\$7,055	\$51,499	\$	\$	\$89,964	\$	\$	
	November	\$29,089	\$8,832	\$0	\$37,921	\$0	\$14,743	\$28,574	\$7,082	\$50,400	\$	\$	\$88,321	\$	\$	
	December	\$28,761	\$8,662	\$0	\$37,424	\$0	\$14,533	\$27,587	\$7,080	\$49,200	\$	\$	\$86,624	\$	\$	
	Six month subtotal	\$177,475	\$54,297	\$0	\$231,773	\$0	\$90,137	\$179,123	\$41,939	\$311,200	\$	\$	\$542,972	\$	\$	
	Calendar Year 1998 Total	\$362,812	\$112,288	\$0	\$475,100	\$0	\$185,905	\$382,889	\$78,986	\$647,781	\$	\$	\$1,122,881	\$	\$	
CY 1999	January	\$29,635	\$8,369	\$0	\$38,004	\$0	\$13,650	\$25,311	\$6,722	\$45,682	\$	\$	\$83,686	\$	\$	
	February	\$29,068	\$8,157	\$0	\$37,225	\$0	\$13,428	\$24,254	\$6,662	\$44,345	\$	\$	\$81,570	\$	\$	
	March	\$28,605	\$7,967	\$0	\$36,571	\$0	\$13,197	\$23,141	\$6,759	\$43,097	\$	\$	\$79,668	\$	\$	
	April	\$28,113	\$7,768	\$0	\$35,881	\$0	\$12,955	\$21,970	\$6,877	\$41,802	\$	\$	\$77,683	\$	\$	
	May	\$27,588	\$7,559	\$0	\$35,147	\$0	\$12,703	\$20,742	\$6,996	\$40,441	\$	\$	\$75,588	\$	\$	
	June	\$27,030	\$7,338	\$0	\$34,368	\$0	\$12,440	\$19,458	\$7,115	\$39,013	\$	\$	\$73,380	\$	\$	
	Six month subtotal	\$170,038	\$47,158	\$0	\$217,196	\$0	\$78,372	\$134,877	\$41,130	\$254,379	\$	\$	\$471,575	\$	\$	
	July	\$26,438	\$7,106	\$0	\$33,544	\$0	\$12,167	\$18,116	\$7,234	\$37,518	\$	\$	\$71,062	\$	\$	
	August	\$25,813	\$6,863	\$0	\$32,676	\$0	\$11,884	\$16,718	\$7,354	\$35,956	\$	\$	\$68,632	\$	\$	
	September	\$25,796	\$6,831	\$0	\$32,627	\$0	\$11,590	\$16,618	\$7,474	\$35,683	\$	\$	\$68,309	\$	\$	
	October	\$25,513	\$6,743	\$0	\$32,256	\$0	\$11,220	\$16,599	\$7,352	\$35,172	\$	\$	\$67,427	\$	\$	
	November	\$25,239	\$6,656	\$0	\$31,895	\$0	\$10,839	\$16,590	\$7,235	\$34,664	\$	\$	\$66,559	\$	\$	
	December	\$24,965	\$6,569	\$0	\$31,534	\$0	\$10,448	\$16,588	\$7,123	\$34,159	\$	\$	\$65,693	\$	\$	
	Six month subtotal	\$153,764	\$40,768	\$0	\$194,532	\$0	\$68,149	\$101,229	\$43,773	\$213,151	\$	\$	\$407,683	\$	\$	
	Calendar Year 1999 Total	\$323,802	\$87,926	\$0	\$411,728	\$0	\$146,521	\$236,106	\$84,903	\$467,530	\$	\$	\$879,258	\$	\$	
	Contract Total	\$908,230	\$238,711	\$0	\$1,046,941	\$0	\$397,534	\$759,763	\$182,875	\$1,340,171	\$	\$	\$2,387,112	\$	\$	\$45,901

APPENDIX D
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

PROVISIONS RELATING TO PERFORMANCE STANDARDS

Section 4.2 of this Contract requires the W-2 Agency to comply with Performance Standards.

1. W-2 applications will be handled in a timely manner.
 - Interviews with a Resource Specialist ("RS") must be scheduled no later than one (1) business day following the initial inquiry for applicants requesting services.
 - Financial and Employment Planner ("FEP") must meet the applicant within five (5) business days of the date the application is signed.
 - Eligibility determination, work option determination, participant notification, and initial Employability Plan ("EP") completion must be accomplished within seven (7) business days of date of first scheduled FEP meeting with participant.
 - Subsidized job activities must be available to the participant within one (1) business day of participant notification of eligibility.
 - Eligibility for all other services as defined in the Department Policies and Procedures must, if possible, be determined concurrently with W-2 eligibility, unless such determination conflicts with federal regulations regarding the Food Stamp Program ("FS") or Medical Assistance ("MA") Program.
2. Eligibility and benefit amount determination for W-2 and other services must be correct.
 - W-2 Agencies must correctly evaluate financial eligibility information for W-2 and for all other services.
 - W-2 Agencies must correctly evaluate non-financial eligibility information for W-2 and for all other services.
 - W-2 Agencies must verify all financial and non-financial information.
 - Agencies must allow seven (7) calendar days for applicants to acquire validation information. An extension of up to thirty (30) calendar days may be made if conditions warrant such an extension. Decisions on MA and FS eligibility will not be delayed for lack of information regarding W-2 eligibility.
 - If at any time the participant indicates that assistance is needed to acquire information, the W-2 Agency must actively assist the participant in acquiring validation information.
 - If validation information is not available within the allowable time frame, the FEP will determine eligibility based upon available information, and will treat unavailable information as available and valid until proven otherwise.
 - W-2 Agency will begin fraud prevention and detection assessment within thirty (30) calendar days of a participant signing the application.

3. FEPs must reassess eligibility and employability at least twice each year dating from the date of participant eligibility, and at the end of each assigned job placement. In no instance will reassessment dates be more than seven (7) months apart. Reassessments must include, at minimum, the following actions:
 - Reassess eligibility for W-2.
 - Reassess eligibility for all other services, including FS and MA.
 - Reassess employability and update EP.
 - Review and discuss with the participant the aggregate hours of education and training accomplished and required for the training program in the EP.
 - Review and discuss with the participant teen and preteen school attendance information to determine compliance with the Learnfare program.
 - Review remaining W-2 months of eligibility for the following:
 - Remaining time available in applicable subsidized job categories, and
 - Remaining eligibility in current job placement.
 - Remaining eligibility under the sixty (60) month time limit.
4. W-2 Agencies must conduct FS eligibility reviews at three (3) month intervals.
5. W-2 Agencies must effectively administer a process for the review of W-2 Agency decisions including the following:
 - The W-2 Agency must inform participants of their right to a review of agency decisions at each job placement and each determination of non-eligibility for benefits under W-2.
 - Participant must be notified of the scheduled date of an agency review at least three (3) business days prior to the review.
 - The review should be held within five (5) business days of notification of the review.
 - Participant must be offered an opportunity to participate in the review, and must be given reasonable notice of the time and place of the review.
 - The review must be conducted by an objective person appointed as fact-finder for the W-2 Agency. The review may not be conducted by persons involved in the original decision process.
 - Participant must be notified in writing by certified mail of the reviewer's final decision within five (5) business days of the review.
 - If the reviewer found against the participant, notification must include all pertinent information on the participant's right to request a Departmental review of the agency's decision.
6. The W-2 Agency must make child support referrals:
 - When the application is signed or registered in CARES, the participant must initial the Good Cause Notice as verification that the notice has been presented and explained.

- Cases involving paternity and child support must be referred to the child support agency when the application is signed or registered in CARES.
 - Upon determination of eligibility, a status update message must be sent to the child support agency.
 - The W-2 Agency must notify the child support agency of all changes in W-2 eligibility within two (2) business days of such a change.
 - The W-2 Agency must make a determination of good cause in each child support non-cooperative status case.
7. Agencies will initiate overpayment actions within ten (10) business days of notification of overpayment by the Department.
- Written notification must be sent to the participant within thirty (30) calendar days of notification of overpayment informing the participant of creation of an overpayment claim, unless overpayment has been fully recovered prior to the date that notification would have been required.
8. Food Stamp Employment and Training ("FSET") non-exempt individuals who are not participants of W-2:
- Must be enrolled in the FSET program for participation within five (5) business days of mandatory FSET determination.
 - The agency must develop an EP and schedule FSET activities within thirty (30) calendar days of mandatory FSET determination.
9. The W-2 Agency must maintain a monthly report at its office showing the names and addresses of all persons who received benefits under W-2 during the preceding month together with the amount paid during the preceding month.
- In cases where records have been inspected by members of the public, the W-2 Agency must mail a notification to all participants whose cases have been reviewed within seven (7) calendar days or by the next regularly scheduled communication, whichever is first, of any such review.
 - The notification must include the name and address of the person(s) reviewing the participant's file.
10. Participant-specific errors identified through the Department's quality assurance review shall be corrected in CARES within thirty (30) business days of notification by the Department.
11. The FEP must provide case management for at least sixty (60) calendar days to all participants from a subsidized job position to an unsubsidized job.

**PROVISION RELATING TO THE
DEVELOPMENT OF FUTURE OUTCOME PERFORMANCE STANDARDS**

The Department will collect and analyze information it deems necessary for the effective monitoring of W-2 Agencies and evaluation of W-2. The result of this information collection and analysis will be the development of specific outcome performance standards for future W-2 Contracts. Section 9.9 of this Contract does not apply to this provision. Items to be tracked include, but are not limited to,:

1. Does the W-2 Agency deliver all required services to eligible participants at a cost that is within the Total Expense Allocation unless the W-2 Agency chooses to supplement the available funds?
2. Does the W-2 Agency meet or exceed the target percentage of applicants/participants moving to unsubsidized employment as contained in the State's budget assumptions?
3. Does the W-2 Agency meet or exceed the State's budget assumption for job retention as measured by recidivism, and other measures developed by the Department with input from the W-2 Agencies.
4. Does the W-2 Agency meet or exceed the State's budget estimates for quality of job placements as measured by wage rate at placement and the availability of employer provided benefits, and other measures developed by the Department with input from the W-2 Agencies?
5. Does the W-2 Agency meet or exceed the State's budget assumptions for administrative cost per case?

APPENDIX E
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

PROVISIONS RELATING TO PRELIMINARY PROFIT DISTRIBUTION

Section 10.2 of this Contract provides the opportunity for a W-2 Agency to receive a portion of the Profit, based on the year commencing September 1, 1997. Section 10.2.3 of this Contract specifies that the W-2 Agency must sign the agreement in this Appendix in order to receive a portion of the preliminary Profit under this Contract.

This Appendix must be signed and submitted, by a W-2 Agency exercising the option provided under section 10.2 of this Contract, to the Department's Contract Manager with any written request under section 10.2.1 of this Contract.

AGREEMENT

By the signature below, the W-2 Agency agrees that:

- 1) The Contract Term of the Wisconsin Works Implementation Contract is twenty-eight (28) months and the W-2 Agency is responsible for the administration of W-2 for that period within funds under this Contract; and
- 2) The opportunity for a W-2 Agency to receive a portion of Profit prior to the end of the Contract Term is an option to be exercised by a request from the W-2 Agency; and
- 3) The preliminary calculation of Profit is an estimate;
- 4) If the final Profit calculation is less than the amount previously distributed under the preliminary Profit calculation then the W-2 Agency will repay the amount of the funds previously paid but not earned under the final calculation.

The W-2 Agency agrees to repay the funds within thirty (30) calendar days of notice from the Department which shows the calculation of Profit and the amount to be repaid.

W-2 Agency's Authorized Representative, Title

Date

Department's Authorized Representative, Title

Date

APPENDIX F

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 45 CFR Part 76, and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY Theodore J. Albanini
(Signature of official authorized to sign)

Date 8/4/97

APPENDIX G

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.

By Theodore J. Albanese
(Signature of Official Authorized to Sign)

Date: 8/4/97

For: _____
Name of Provider

Title of Program

APPENDIX H

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

(Reproduced by DWD/DES/BMO)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

Form with 16 numbered sections: 1. Type of Federal Action; 2. Status of Federal Action; 3. Report Type; 4. Name and Address of Reporting Entity; 5. If Reporting Entity in No. 4 is Subawardee; 6. Federal Department/Agency; 7. Federal Program Name/Description; 8. Federal Action Number; 9. Award Amount; 10. Name and Address of Lobbying Entity; 10b. Individuals Performing Services; 11. Amount of Payment; 12. Form of Payment; 13. Type of Payment; 14. Brief Description of Services Performed; 15. Continuation Sheet(s) SF-LLL-A attached; 16. Information requested through this form is authorized by title 31 U.S.C. section 1352.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

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 limited to subcontracts, subgrants and 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.
10.
 - (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, 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 I
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

PROVISIONS RELATING TO W-2 AGENCIES IN MILWAUKEE COUNTY

The terms of this Contract are amended as follows:

1. Section 4.9 is created to read as follows:

4.9 Executive Information System. Identify jointly, with the Department and the Department's authorized representatives, Executive Information System ("EIS") needs, responsibilities, and EIS permissible costs, including: (1) identification of core EIS issues that apply across Milwaukee regions which will be provided by the Department; and (2) identification of the EIS issues that are specific to the W-2 Agency's W-2 Geographic Area which will be provided by the W-2 Agency. Any action taken under this section shall be subject to the joint approval of the W-2 Agency and the Department. No W-2 Agency shall be required to share proprietary information with any other W-2 Agency.

2. Section 5.8 is created to read as follows:

5.8 Deobligation of Funds. The W-2 Agency shall deobligate the funds designated by the Department for food stamp and Medical Assistance eligibility determinations. Upon deobligation by the W-2 Agency, the Department shall directly enter into such contracts as necessary.

3. Section 9.8 is amended to read as follows:

9.8 Agency Management, Support and Overhead. Agency management, support and overhead ("AMSO") as identified in the Department's Policies and Procedures may not exceed ten percent (10%) of the Total Expense Allocation identified in Appendix C after deductions from the Total Expense Allocation for the amounts to be included from the reserve for benefit payments identified in Appendix C Note 2.

APPENDIX J
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

PROVISIONS RELATING TO W-2 AGENCIES THAT ARE COUNTIES

The terms of this Contract are amended as follows:

1. Section 9.10 is created to read as follows:

9.10 Increases and Time Frame Extensions. The Department may unilaterally increase the amounts available under this Contract or extend any time frame requirement for the W-2 Agency under this Contract. An extension of time under this section shall not affect the right of either party to terminate this Contract.

2. Section 9.11 is created to read as follows:

9.11 Funding for Tribal Cases. The Department may reduce the funding for this Contract occasioned by the removal of tribal cases from the W-2 Agency due to the tribal election to operate under a federal Tribal Temporary Assistance for Needy Families ("TANF") Program.

APPENDIX K
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

PROVISIONS RELATING TO W-2 AGENCIES THAT ARE TRIBES

The terms of this Contract are amended as follows:

1. Section 18.7 is created to read as follows:

18.7 Tribal TANF Option. The Department may terminate this Contract upon the W-2 Agency's notice that it will exercise its right to implement a Tribal Temporary Assistance for Needy Families ("TANF") program. The Department recognizes that the TANF Act gives authority to both the states and federally recognized Indian tribes to create welfare programs. Termination under this section of the Contract shall be effective as determined by the Department and shall be consistent with the effective date of the Tribal TANF program.

2. Sections 19.10 and 19.11 are deleted and replaced by the following sections 19.10 and 19.11 to read as follows:

19.10 Civil Rights Compliance. The W-2 Agency ensures compliance with Title VI of the Civil Rights Act of 1964 (P.L. 88-342), and all requirements imposed by or pursuant to the regulations of the Department of Workforce Development (45 CFR Part 80) issued pursuant to that title. To that end, and in accordance with Title VI of that act and the regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the W-2 Agency received federal assistance, or financial assistance from the Department and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. The W-2 Agency ensures compliance with Title IX of the Education Amendments of 1972 which state that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any education program or activity for which the W-2 Agency receives or benefits from federal financial assistance. The W-2 Agency shall comply with Section 504, Rehabilitation Act of 1973, which prohibits discrimination on the basis of a physical condition or handicap, the Age Discrimination Act of 1975 which prohibits discrimination because of age, Americans with Disabilities Act (ADA) of 1990, and the Age Discrimination on Employment Act of 1967.

19.11 Safeguards. The W-2 Agency shall ensure the establishment of safeguards to prevent employees, consultants, or members of tribal governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties as specified in sections 946.10 and 946.13 of the Wisconsin Statutes.

3. Sections 19.20 and 19.21 are created to read as follows:

19.20 Contract Binding. This Contract shall be binding on the tribal governing body, its successors and assignees, the W-2 Agency, and the Department.

19.21 Lawful Powers or Duties. The Department and the W-2 Agency understand and agree that no clause, term or condition of this Contract shall be construed to supersede the lawful powers or duties of either party.

APPENDIX L
to the WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services

**PROVISIONS RELATING TO W-2 AGENCIES THAT ARE NOT COUNTIES,
NOT TRIBES, AND ARE NOT LOCATED IN MILWAUKEE COUNTY**

The terms of this Contract are amended as follows:

1. Section 5.3 is amended to read as follows:

5.3 Agency Responsible. The W-2 Agency remains responsible for performance of any service under this Contract that it subcontracts. Obligations under sections 16 and 17 of this Contract relating to eligibility determinations for food stamps and Medical Assistance are the responsibility of the subcontractor.

2. Section 5.8 is created to read as follows:

5.8 Deobligation of Funds. The W-2 Agency shall exercise due diligence in negotiating with county officials to establish a subcontract for food stamp and Medical Assistance eligibility determinations. If the W-2 Agency is unsuccessful in establishing such a contract, the W-2 Agency shall notify the Department and deobligate the funds designated by the Department for these eligibility determinations. Upon notification and deobligation by the W-2 Agency, the Department shall directly enter into such contracts as necessary.

3. Section 9.10 is created to read as follows:

9.10 Funding for Tribal Cases. The Department may reduce the funding for this Contract occasioned by the removal of tribal cases from the W-2 Agency due to the tribal election to operate under a federal Tribal Temporary Assistance for Needy Families ("TANF") Program.

APPENDIX M
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
The Department of Workforce Development
and
Adams County Department of Health and Social Services

CHILDREN FIRST PROGRAM

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Implementation Contract that:

1. Funds Provided/Period Covered

Funds are provided to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for Community Work Experience Program ("CWEP") for Non-Custodial Parents ("NCP") - Children First Program. A contract amount will be included on Community Aids Reporting System ("CARS") for W-2 Children First Program.

2. Purpose and Service Conditions on the Use of the Funds

These funds are provided to purchase services for the Children First Program authorized under sections 46.253 and 767.295 of the Wisconsin Statutes and may be used by the W-2 Agency only for the purpose and service conditions stated under the State approved Children First Plan incorporated into this Contract by reference.

3. Fiscal Conditions on the Earning of the Funds

These funds are earned up to the level in section 1 of this Appendix and under conditions outlined in section 2 of this Appendix.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.

4. Fiscal and Participant Reporting on the Use of the Funds

Children First Program expenses incurred beginning September 1, 1997, and continuing through December 31, 1999, for Children First must be reported on the CARS Expenditure Report form in accordance with the Department's Policies and Procedures.

5. Payment Procedures

These funds shall be paid in accordance with the Department's Policies and Procedures.

APPENDIX N
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
THE DEPARTMENT OF WORKFORCE DEVELOPMENT
and
Adams County Department of Health and Social Services

JOB ACCESS LOANS

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Implementation Contract that:

1. Funds Provided/Period Covered

Funds are provided to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for Job Access Loans. A contract amount will be included on Community Aids Reporting System ("CARS") for Job Access Loans.

2. Purpose and Service Conditions on the Use of the Funds

These funds may be used by the W-2 Agency only for the purposes implementing the Job Access Loan Program.

The W-2 Agency will administer the Job Access Loan program in accordance with the Job Access Loan policy as provided in the Department's Policies and Procedures.

3. Fiscal Conditions on the Earning of the Funds

These funds are earned up to the level in section 1 of this Appendix and under conditions outlined in section 2 of this Appendix.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.

4. Fiscal and Participant Reporting on the Use of the Funds

A. Job Access Loan Reporting

Job Access Loans granted by the W-2 Agency beginning September 1, 1997, and continuing through December 31, 1999, must be reported on the CARS Expenditure Report form and in CARES in accordance with the Department's Policies and Procedures.

B. Job Access Loan Repayment Reporting

The W-2 Agency will report loan repayments which are received beginning September 1, 1997, through December 31, 1999, on the CARS Expenditure Report form and in CARES in accordance with the Department's Policies and Procedures.

Job Access Loan repayments will be made to the local W-2 Agency granting the loan. When granting a Job Access Loan, the W-2 Agency enters an agreement with the applicant to recover the maximum level of cash repayment in the shortest repayment period feasible. The W-2 Agency will recover the funds directly to maintain an account for disbursement to future loan applicants.

5. **Payment Procedures**

These funds shall be paid in accordance with the Department's Policies and Procedures.

APPENDIX O
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
The Department of Workforce Development
and
Adams County Department of Health and Social Services

FOOD STAMP EMPLOYMENT AND TRAINING PROGRAM - SUPPLEMENTAL FUNDS

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Implementation Contract that:

1. **Funds Provided/Period Covered**

Funds are provided to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for the Food Stamp Employment and Training ("FSET") Program - Supplemental Funds. The office expense allocation includes funding for FSET. Additional amounts may be added based on FSET earnings criteria. A contract amount will be included in the Community Aids Reporting System ("CARS") once earning criteria have been met.
2. **Purpose and Service Conditions on the Use of the Funds**

These funds may be used by the W-2 Agency only for the purposes of providing FSET benefits as part of the overall W-2 Program.
3. **Fiscal Conditions on the Earning of the Funds**

These funds are earned up to the level in section 1 of this Appendix and under conditions outlined in section 2 of this Appendix.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.
4. **Fiscal and Participant Reporting on the Use of the Funds**

Expenses incurred beginning September 1, 1997, and continuing through December 31, 1999, for FSET must be reported on the CARS Expenditure Report form in accordance with the Department's Policies and Procedures.
5. **Payment Procedures**

These funds shall be paid in accordance with the Department's Policies and Procedures.

APPENDIX P
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
The Department of Workforce Development
and
Adams County Department of Health and Social Services

FOOD STAMP EMPLOYMENT AND TRAINING PROGRAM - LOCAL MATCH PROGRAM
For County and Tribal Agencies Only

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Implementation Contract that:

1. **Funds Provided/Period Covered**

Funds are provided to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for the Food Stamp Employment and Training ("FSET") Program - Local Match Program. The office expense allocation and Appendix O also include funding for FSET. Funds under this Appendix are calculated based on local matching funds.

2. **Purpose and Service Conditions on the Use of the Funds**

These funds may be used by the W-2 Agency only for the purposes of providing FSET benefits as part of the overall W-2 Program.

3. **Fiscal Conditions on the Earning of the Funds**

These funds are earned at a fifty percent (50%) matching rate based on the qualified expenditure of local funds on allowable costs in accordance with the Department's Policies and Procedures.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.

4. **Fiscal and Participant Reporting on the Use of the Funds**

Expenses incurred beginning September 1, 1997, and continuing through December 31, 1999, for FSET - Local Match Program must be reported on the CARS Expenditure Report form in accordance with the Department's Policies and Procedures.

5. **Payment Procedures**

These funds shall be paid in accordance with the Department's Policies and Procedures.

APPENDIX Q
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
THE DEPARTMENT OF WORKFORCE DEVELOPMENT
and
Adams County Department of Health and Social Services
EMPLOYMENT SKILLS ADVANCEMENT PROGRAM

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Program Implementation Contract that:

1. Funds Provided/Period Covered

Funds are available to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for the Employment Skills Advancement Program. A contract amount will be included on Community Aids Reporting System ("CARS") for the Employment Skills Advancement Program.

2. Purpose and Service Conditions on the Use of the Funds

The W-2 Agency will administer the Employment Skills Advancement Program in accordance with the Employment Skills Advancement Program policy as provided in the Department's Policies and Procedures.

3. Fiscal Conditions on the Earnings of the Funds

These funds are earned up to the level in section 1 of this Appendix and under conditions outlined in section 2 of this Appendix.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.

4. Fiscal and Participant Reporting on the Use of the Funds

Employment Skills Advancement Program funds granted by the agency beginning September 1, 1997, and continuing through December 31, 1999, must be reported on the CARS Expenditure Report form in accordance with the Department's Policies and Procedures.

5. Payment Procedures

These funds shall be paid in accordance with the Department's Policies and Procedures.

APPENDIX R
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services
MEDICAL ASSISTANCE TRANSPORTATION

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Implementation Contract that:

1. Funds Provided/Period Covered

Funds are provided to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for Medical Assistance Transportation. A contract amount will be included on Community Aids Reporting System ("CARS") for Medical Assistance Transportation. Funding is fully reimbursable, based on continuance of the program by the federal government and by the State of Wisconsin, Department of Health and Family Services/Division of Health.

2. Purpose and Service Conditions on the Use of the Funds

These funds may be used by the W-2 Agency only for the purposes of administering Medical Assistance Transportation as stated in the joint DES/DOH Administrator's Memo #94-11, dated February 25, 1994. Administrative costs billed to the W-2 Agency by a Health Maintenance Organization ("HMO") above the per mile rate are considered acceptable administrative costs and can be included in reported expenses.

3. Fiscal Conditions on the Earning of the Funds

These funds are earned under the conditions outlined in the Department's Policies and Procedures, specifically DES/DOH Administrator's Memo #94-11, dated February 25, 1994.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.

4. Fiscal and Participant Reporting Conditions on the Use of the Funds

These funds must be reported to the Department on the CARS Expenditure Report form in accordance with the Department's Policies and Procedures.

5. Payment Procedures

These funds shall be paid in accordance with the Department's Policies and Procedures.

APPENDIX S
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
the Department of Workforce Development
and
Adams County Department of Health and Social Services
REFUGEE ASSISTANCE PROGRAM

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Implementation Contract that:

1. Funds Provided/Period Covered

Funds are provided to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for the Refugee Assistance Program. Funding is fully reimbursable through CARS, based on federal continuance of the program.

2. Purpose and Service Conditions on the Use of the Funds

These funds may be used by the W-2 Agency only for the purposes of administering the Refugee Assistance Program as stated in the Other Programs Manual, Chapter 02, Refugee and Entrant Assistance. No funds may be claimed for benefits or administration for Wisconsin Works "W-2"/Temporary Assistance for Needy Families "TANF" eligible participants.

3. Fiscal Conditions on the Earning of the Funds

These funds are earned under the conditions outlined in the Other Programs Manual, Chapter 02, Refugee and Entrant Assistance.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.

4. Fiscal and Participant Reporting Conditions on the Use of the Funds

These funds must be reported to the Department on the CARS Expenditure Report form in accordance with the Department's Policies and Procedures.

Costs must also be reported on the detailed Refugee/Cuban/Haitian Entrant Relief Expenditure Report "DCS-2479" and the Special Immigrant Payroll "DCS-2478" according to the Department's Policies and Procedures.

5. Payment Procedures

These funds shall be paid in accordance with the Department's Policies and Procedures.

APPENDIX T
to the
WISCONSIN WORKS IMPLEMENTATION CONTRACT
by and between
THE DEPARTMENT OF WORKFORCE DEVELOPMENT
and
Adams County Department of Health and Social Services

EMERGENCY ASSISTANCE

It is further understood and agreed by both Parties through this Appendix to the Wisconsin Works Implementation Contract that:

1. Funds Provided/Period Covered

Funds are provided to the W-2 Agency for the period beginning September 1, 1997, and continuing through December 31, 1999, for Emergency Assistance. A contract amount will be included on the Community Aids Reporting System ("CARS") for Emergency Assistance. Funding is fully reimbursable dependent of the availability of state and federal Temporary Assistance for Needy Families ("TANF") funds.

2. Purpose and Service Conditions on the Use of the Funds

These funds may be used by the W-2 Agency only for the purposes of providing Emergency Assistance benefits in accordance with the Department's Policies and Procedures, specifically in the Other Programs Manual.

3. Fiscal Conditions on the Earnings of these Funds

These funds are earned up to the level in section 1 of this Appendix and under conditions outlined in section 2 of this Appendix.

The Department shall apply these conditions in determining the total final funds earned under this Appendix at the close of the Contract. The amount of the subsequent audit adjustment on the funds in this Appendix shall be based exclusively on the conditions outlined in this Appendix.

4. Fiscal and Participant Reporting on the Use of the Funds

Expenses incurred beginning September 1, 1997, and continuing through December 31, 1999, to issue W-2 Emergency Assistance benefits must be reported to CARS on the Expenditure Report form in accordance with the Department's Policies and Procedures.

5. Payment Procedures

These funds shall be paid in accordance with the Department's Policies and Procedures.