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ADMINISTRATION OF INCOME MAINTENANCE (IM) PROGRAMS CONTRACT
by and between
the Department of Workforce Development
and
Adams County

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ADMINISTRATION OF INCOME MAINTENANCE (IM) PROGRAMS CONTRACT
by and between
the Department of Workforce Development
and
Adams County

THIS CONTRACT is entered into by and between the Wisconsin Department of Workforce Development ("Department") and ("County") (collectively, the "Parties").

WHEREAS, the Department and the County are directed by Wisconsin Statutes section 49.33, to enter into a contract governing the administration of Income Maintenance (IM) Programs (also referred to as Economic Support Programs) under Wisconsin Statutes sections 49.19, and 49.45-49.47; and

WHEREAS, the County will perform IM functions for the Food Stamp Program, Medicaid Program, Child Care Program and other IM programs for the entire contract term; and

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the County agree as follows:

1. **Definitions.** The following definitions apply to the terms used in this Contract unless the context clearly requires otherwise:
 - 1.1 **Agency Preventable Error.** An error in calculation or issuance of food stamps which the IM Agency could have prevented through the correct application of the Department's Policies and Procedures in effect and disseminated, to information contained in documents in the case file or through an electronic file accessible at the time the determination was made.
 - 1.2 **Allowable Costs.** Costs identified as allowable in the Department's Financial Management Manuals.
 - 1.3 **CARES.** The "Client Assistance for Re-employment and Economic Support" system.
 - 1.4 **Contract Addendum.** An addition to the main body of the Contract which is attached after both parties have signed the Contract. An addendum requires the signature of both parties or designee(s).
 - 1.5 **Contract Appendix.** An addition to the main body of the Contract which is referenced in, and attached prior to the parties signing the Contract. An appendix does not require signatures of either party.
 - 1.6 **Contract Manager.** The contact person for each of the parties.
 - 1.7 **Contract Supplement.** A signed memorandum from the Department which notifies the County of increases to funding or time extensions in the Contract. A Contract Supplement requires the signature of Department and does not require the signature of the County.
 - 1.8 **Corrective Action.** Action the Department deems necessary to remedy noncompliance with this Contract.
 - 1.9 **Department's Policies and Procedures.** The policies and procedures listed in Appendix A, attached to this Contract.
 - 1.10 **Income Maintenance (IM) Agency.** The agency of county or tribal government responsible for administering IM programs.
 - 1.11 **IM Advisory Committee.** A body of local representatives selected under the Department's Policies and Procedures to provide input and advice to the Department on matters relating to IM Programs and the Contract. In addition, the IM Advisory Committee serves as the single statewide point of contact for the Department in disputes.
 - 1.12 **Single Statewide Point of Contact.** The Wisconsin County Human Service Association shall serve as the Single Statewide Point of Contact under this Contract.
 - 1.13 **W-2 Agency.** The Wisconsin Works (W-2) Agency that is under contract to administer W-2 under section 49.143(1) of the Wisconsin Statutes.

- 2. Appointment of Contract Manager.** Each of the Parties shall have a Contract Manager. The Department's Contract Manager is Janice Tripp, Rhinelander Regional Office, P.O. Box 697, Rhinelander, Wisconsin 54501 and the County's Contract Manager is Richard C. Holt, 108 East North Street, P.O. Box 500, Friendship, Wisconsin 53934-0500. In the event either parties' Contract Manager is unable to perform this function the other Party will be contacted with a new Contract Manager name and address.
- 3. Contract Term.** The Contract Term is January 1, 1999, through December 31, 1999 ("Contract Term").
- 4. IM Agency's Responsibilities.** The IM Agency shall:
- 4.1 General Requirements.** Perform the services provided as specified in this Contract in accordance with Wisconsin Statutes and administrative rules, and federal laws, rules and regulations, court orders and the Department's Policies and Procedures.
- 4.2 Food Stamp Program.** Perform all responsibilities related to the Food Stamp Program and comply with all federal and State laws and rules, and the Department's Policies and Procedures.
- 4.3 Medical Assistance.** Perform all responsibilities related to Medicaid (previously known as Medical Assistance (MA)) under the direction of the Division of Health Care Financing (DHCF)/Wisconsin Department of Health and Family Services; and, comply with all federal and State laws and rules, and DHCF policies and procedures for the Medicaid Program, and the Department's Policies and Procedures.
- 4.4 Child Care Program.** Perform all responsibilities related to the Child Care Program except eligibility determination and comply with all federal and State laws and rules, and the Department's Policies and Procedures.
- 4.5 Program Administration.** Perform all responsibilities related to other Income Maintenance Program components including but not limited to Public Assistance Fraud, Medical Transportation, Funeral and Cemetery Aids, Contracted Child Care, Refugee Mental Health, as identified in this Contract and comply with all federal and State laws and rules and the Department's Policies and Procedures.
- 4.6 Year 2000 Compliance.** Comply with the Department's Policies and Procedures as outlined in DES Administrator's Memos with respect to Year 2000 Compliance including assessment of agency facilities, equipment and software for compliance; contingency planning; and other necessary activities to assure program access for applicants and participants.
- 4.7 Quality Assurance Plan.** Develop and administer an approvable Quality Assurance Plan ("QAP") that provides for the prevention, detection and correction of errors related to eligibility and benefit determinations under this Contract. The IM 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 IM Agency/State/federal quality assurance case reviews, quality improvement activities, and special studies. The QAP must be available to the Department upon request.
- 4.7.1 The 1999 QAP.** The QAP covers all programs administered by the IM Agency. The 1999 QAP must focus on how the agency is addressing food stamp errors. The QAP should, at a minimum include the following:
- 4.7.1.1 Agency Review.** Provide for a systematic method of reviewing a sample of food stamp cases representative of all types of cases handled by the agency. The number of cases selected for review must be sufficient to allow the agency to accurately monitor the quality of its program administration.
- 4.7.1.2 Process Review.** Provide for review by appropriate professionals (for example, supervisors or QA staff) of the process followed in providing services and of the correctness of case outcomes.
- 4.7.1.3 Data Collection.** Provide for systematic collection of performance data.

4.7.1.4 Data Interpretation. Provide for interpretation of data to all appropriate agency staff.

4.7.1.5 Needed Changes. Provide for making needed changes to improve the quality of services, including timely corrective action on specific cases and ensuring staff are held accountable for performance standards.

4.7.1.6 Agency Contact Point. Include the name, phone number and FAX number of the person in the IM Agency who will be the state contact point for matters related to quality assurance.

4.8 Cost Allocation Plan. In accordance with the Financial Management Manual, develop, maintain and provide upon request a Cost Allocation Plan, which complies with the Department's Policies and Procedures, if the Cost Allocation Plan is different than the Cost Allocation Plan followed under contract the preceding year. The Department will maintain the on-line Local Personal Master File (LPMF), or a replacement system. LPMF determines Full Time Equivalent employees (FTE's) by program, by agency. This FTE ratio is available to each County immediately upon submission of base FTE data. The current month's FTE ratios are available for County use to distribute the current month's agency management, support, and overhead (AMSO) costs for programs administered by the Department.

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

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

4.11 Cooperation. Cooperate with the Department, W-2 Agency, any other IM Agency and the contractors of any IM or W-2 Agency in the administration of IM.

5. Procurement and Subcontracting.

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

5.2 Equipment. The IM 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 IM Agency remains responsible for performance of any service under this Contract that is subcontracted.

5.4 Subcontracting. The IM Agency may subcontract for some or all of the services covered by this Contract except for eligibility determination, which must be performed by the IM Agency. Subcontracts must adhere to Wis. Stat. s. 46.036 and Department's Policies and Procedures.

5.5 Instructions and Monitoring. The IM 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 Financial Management Manual, and regardless of the subcontract approval procedure used, the IM Agency shall notify the Department's Contract Manager of any such proposed subcontract.

6. 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 IM Agency, using the Single Statewide Point of Contact, will have thirty (30) calendar days to comment on the fiscal impact to the IM Agency of such a change. The Single Statewide Point of Contact may request an extension of the comment period of up to fifteen (15) days. The Department shall consider such comments prior to the implementation of the

proposed modification to the Department's Policies and Procedures. The Department agrees to not unilaterally impose on the IM Agency any fiscally adverse new and previously unbudgeted requirements which are not mandated by State or federal law, rules or regulations or court order or settlement agreement.

7. Funding Change. The IM 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 IM Agency which services shall be performed by the IM Agency. If the IM Agency makes a determination that additional changes in required services are necessary because of the lack of funds, the IM Agency may, within thirty (30) calendar days, present a proposed plan to the Department for modifications in required services, and the Department will respond within thirty (30) calendar days to such a proposed plan in making its final decision on the services to be performed.

8. Payment.

8.1 Advance Payments. As soon as possible after executing this Contract and up to two months thereafter, the Department shall make payments on the fifth of each of those months in an amount based on one-twelfth of the total or one month's estimated operating expenses to the County, except for direct reimbursement programs as outlined in the Community Aids Reporting System (CARS) Accounting Manual. Each month thereafter, the Department shall make a payment to the County for expenditures reported on the financial forms required by the Department.

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

8.2 Reimbursement Claim. The IM 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.

8.3 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. The Department shall make final payment by August 1, 2000.

8.4 Submitted Expenses. Expenses submitted under this Contract shall be consistent with the IM Agency's approved Cost Allocation Plan.

8.5 Federal Matching Funds. The Department will make a concerted effort to obtain County Share/Federal Match (earned) for IM Programs and will pass through to the County any federal funds earned above the County's IM Administrative Allocation.

8.6 Payment Adjustments.

8.6.1 Payment Adjustments During 1999. The Department may reduce, withhold, or recover payments to the IM Agency if the IM Agency fails to satisfactorily perform its responsibilities under this Contract, or if the Department determines that the Department has reimbursed the IM Agency erroneously, or with respect to liquidated damages under section 15 of this Contract. The Department may assert a claim for recovery from the IM Agency at any time the Department is subject to recovery by the federal government. The Parties shall negotiate the timing and payment schedule of any adjustments.

8.6.2 Payment Adjustments for 1998 Department Accounts Receivable (Payments Made to the Agency When the Contract Was Not Fully Expended). The Department may increase or decrease or delay the payment when the County does not refund monies that the Department paid to the County pursuant to the 1998 Contract between the Department and the County and that the County has not spent or encumbered by December 31, 1998, unless otherwise notified.

8.6.3 Payment Adjustments for 1999. By March 15, 2000, the County will inform the Department that it will refund to the Department by April 30, 2000, any funds received pursuant to this Contract that are unspent or unencumbered prior to January 1, 2000. If the County does not provide a refund check, the Department will adjust funds as part of the contract year reconciliation process.

8.6.4 Advance Notice. The Department shall provide thirty (30) days notice to the County when an increase, decrease or delay in payment will be made as a result of actions taken under paragraphs 8.6.1, 8.6.2, or 8.6.3 under this Contract. The Department will schedule a conference to resolve the issue which gave rise to notice before the imposition of the decrease or delay. The County may pursue its right to appeal the Department's decision as provided by Article 13 of this Contract after the imposition of the decrease or delay or if Parties agree there is an impasse.

8.7 Audit Adjustments.

8.7.1 Audit Adjustment Determination. If the Department determines, pursuant to an audit under Article 11, that there is an error in the County's fiscal and service records for this Contract or previous contracts an adjustment will be made. The Department shall limit the increase or decrease to the audited error and shall confer with the County before increasing or decreasing the monthly payment for this Contract. The parties may negotiate the timing and amount of the adjustment at the County's request.

8.7.2 Advance Notice. The Department shall provide thirty (30) days notice to the County when a decrease or delay in payment will be made as a result of the agency's failure to perform the responsibilities under this Contract. The Department will schedule a conference to resolve the issue which gave rise to notice before the imposition of the decrease or delay. The County may pursue its right to appeal the Department's decision as provided by Article 13 of this Contract after the imposition of the decrease or delay or if Parties agree there is an impasse.

9. Records, Reporting, Monitoring and Security.

9.1 Records Maintenance. The IM Agency shall comply with the records, reporting and monitoring requirements of the Department's Policies and Procedures. The IM 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 IM Agency shall provide information in a form and manner prescribed by the Department, using the CARES system and other systems designated by the Department.

9.2 Records Availability. Upon request, the IM Agency shall make records available to the Department for inspection. Upon ten (10) business days notice from the Department, the IM 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 IM Agency shall use the schedules for record retention in accordance with the Department's Policies and Procedures and State and federal law.

9.3 Open Records Law Applicable. The IM Agency acknowledges the applicability of the Wisconsin Open Records Law, Wisconsin Statutes sections 19.31-19.39.

9.4 Confidentiality of Records. The IM 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.

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

11. Annual Audit. The IM Agency agrees to provide an annual audit in compliance with all relevant provisions of the Department's "Financial Management Manual," "Provider Agency Audit Guide" and "State Single Audit Guidelines."

11.1 "Single Audit" Requirement.

11.1.1 Hiring an Independent Auditor. The County shall hire an independent auditor to conduct a Single Audit pursuant to OMB Circular No. A-133 (Revised 6/24/97), Department of Administration Audit Guide and audit guidelines established and provided by the Department. The Audit shall be completed and a report submitted to the County no later than one year following the close of the Contract Period. The County shall incorporate by reference in the engagement letter (contract with the independent auditor), OMB Circular No. A-133 and any federal and state audit guidelines.

11.1.2 Technical Assistance. The Department agrees to provide technical assistance to the County that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.

11.1.3 Submitting the Single Audit Report. The County agrees to provide to the Department five copies of the resultant audit report including the management letter and any supporting documentation required by the Department within thirty (30) calendar days after acceptance by the County and no longer than twelve (12) months following the close of the Contract Period. The audit report shall be made up of at least the following, based on OMB Circular No. A-133: (a) the auditor's report on financial statements; (b) a schedule of federal and state assistance; (c) the financial statement; and (d) a schedule of federal and state grants by program including: program disbursements; program revenues; net variances to be resolved; the auditor's report on the study and evaluation of internal control systems; the auditor's report on compliance including the specific identification of: questioned costs, audited adjustments, audit exceptions and the "Management Letter."

11.1.4 Notification of Receipt of the Single Audit Report. The Department shall notify the County within ninety (90) calendar days of receipt of the Single Audit completed by the independent auditor, whether or not the audit meets the requirements of the Department's audit guidelines. If the Department does not notify the County within ninety (90) calendar days, the audit is automatically considered to meet the Department's audit guidelines. The Department will initiate resolution of audit findings with the County within sixty (60) days following notification of the audit's acceptance. With the exception of Federal audits, if the audit is complete and accepted by the Department, the Department may not perform any additional audits and audit exceptions may not be taken other than those taken on the basis of the findings in the accepted audit. Any additional examinations shall build upon the work already done. There will be no charge for the Department initiated examinations.

11.2 Department Reviews.

11.2.1 Financial and Compliance Review. In the event that the Department determines that a financial and compliance review is necessary and the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the County. Reviews may be conducted in situations including but not limited to evidence or suspicion of inaccurate reporting, identification by state or federal agencies of claim disallowances. The review shall be conducted in accordance with the Department procedures. This review will not meet the requirements of the Single Audit Act for the County.

11.2.2 Review Scheduling. The Department shall schedule a mutually acceptance entrance date with the County with at least a ten (10) calendar day advance notice which is mutually agreed upon.

11.2.3 Review Report. The Department agrees to provide the County with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.

11.2.4 Draft Review Report. The Department agrees to complete all draft reviews of the County within twenty-five (25) months of the expiration date of the Contract Period to be reviewed. The time limit for submitting a draft review report to the County may be extended in unusual circumstances.

11.2.5 Multi-County Agencies. If a multi-county agency has been audited and the audit meets the guidelines of the Department, the Department shall accept the multi-county agency audit in any review of a constituent county or counties of the multi-county agency.

11.2.6 Independent Financial and Compliance Review. The Department reserves the right to conduct an independent financial and compliance review of the IM Agency if the County fails to secure a Single Audit covering all Department funds. In the event that the County fails to secure a Single Audit, department costs for completing a financial and compliance review will be charged back to the County.

11.2.7 Additional Review Resulting from the Loss of Federal Funds. The Department may conduct an additional review if a County action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

11.3 Audit Disallowance.

11.3.1 County Liability. The County shall be liable for the entire amount of the audit adjustment attributed to the County. The actual amount of a disallowance against the County shall be determined through the Department's Policies and Procedures.

11.3.2 Fiscal Sanction. No fiscal sanction under this article shall be taken against the County unless it is based upon a specific policy which is: (a) effective during the time period which is being audited, and (b) communicated to the County department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment shall be imposed for sixty (60) calendar days after the date the County receives written notice of the requirement. The sixty (60) calendar day hold-harmless period is not required if (a) the State has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or (b) the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the County's responsibility to implement policies by their effective dates.

12. Corrective Action.

12.1 Opportunity. Except under section 15 of this Contract, the IM Agency may submit a Corrective Action plan to address noncompliance with the provisions of this Contract.

12.2 Requirement to Submit. Within five (5) business days of receipt by the IM Agency of notice of failure to perform any provision of this Contract, the IM Agency shall submit to the Department for approval a Corrective Action plan to address the deficiency.

12.3 Failure to Submit or Implement. A failure by the IM Agency to submit a Corrective Action plan or a failure by the IM Agency to implement a Corrective Action plan within ten (10) business days of approval of the Corrective Action plan by the Department shall constitute uncorrected nonperformance and result in a payment adjustment under section 8.6 of this Contract.

13. Disputes. The County'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 County 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. At the same time the complaint is filed with the Department's Chief Legal Counsel, the complaint also may be filed with the IM Advisory Committee (with notice to the Chief Legal Counsel) for the Committee's consideration. The IM Advisory Committee may consider the complaint no later than at

its next regularly scheduled monthly meeting. If the complaint is not filed with the IM Advisory Committee, the Chief Legal Counsel shall respond in writing within ten (10) business days. If the complaint is filed with the Committee, the Chief Legal Counsel shall respond within ten (10) business days of receipt of the IM Advisory Committee's recommendation. Time periods may be extended by agreement of the Department and the IM Agency. If either the County or the Department's Contract Manager is not satisfied with the response, either the County or the Department's Contract Manager may request a review of the response by the Wisconsin Division of Hearings and Appeals. The decision of the Division of Hearings and Appeals shall be sent to the Department's Secretary. The Secretary or designee shall respond to the complainant in writing within ten (10) business days of receipt of the Division of Hearings and Appeals decision.

14. Agency Preventable Errors.

14.1 Accountability. The IM Agency will be held accountable for errors for food stamp cases which the IM 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 IM 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 IM Agency, multiplied by fifty-one (51). The multiplier adjusts each year and is based upon the proportion of the dollar value of the Agency Preventable Errors to the total dollar value of errors. A rolling average will be used. The total of assessed agency preventable error penalties will be calculated each federal fiscal year (October through September) beginning October 1997. For each federal fiscal year Wisconsin exceeds the national Food Stamp Program error tolerance level, the Agency's total of assessed agency preventable error penalties for that federal fiscal year will be withheld from the IM Agency's reimbursement payment no later than the second 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 County any penalty for preventable agency error in any year in which there is no federal sanction assessed against the Department.

14.2 Joint Error Reduction. The Department agrees to work with counties using a jointly appointed technical work group comprised of equal numbers of state and county staff to jointly develop strategies to effectively address reducing Wisconsin's food stamp error rate. The technical work group will report progress monthly to the Income Maintenance Advisory Committee. The technical work group will propose balanced strategies that specify actions at both the state and local levels needed to reduce the most costly errors. Options to be considered shall include, but not be limited to additional training at a level of detail and specificity local agencies deem necessary, policy revisions to simplify the food stamp program, streamlined and current policy communication procedures, best local practices identified by agencies with low error rates, CARES programming to assure accuracy and promote effective use by line staff, and local reinvestment options for counties to offset penalty amounts.

15. Liquidated Damages for Uncorrected Quality Assurance Errors. In addition to the requirements of section 4.2 of this Contract, the Department may conduct a quality assurance review of any of the activities under this Contract to assure that eligibility and benefits are accurately determined. When the Department identifies an error, the IM 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 8.6 of this Contract.

16. General Provisions.

16.1 Contract Amendment. This Contract may be amended at any time with the mutual consent of the Parties through Contract Addendum or with the signature of the Department through Contract Supplement.

16.2 Inability to Perform. The IM Agency shall immediately notify the Department whenever the IM Agency is unable to provide the required services specified under this Contract. Upon such notification, the Department shall determine necessary action.

16.3 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.

16.4 Non-Assignability. Except as provided in section 5.4 of this Contract, the IM 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.

16.5 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.

16.6 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 IM Agency.

16.7 Hiring of State Employees. The IM 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.

16.8 Civil Rights Compliance Plan. The IM Agency shall submit its Civil Rights Compliance Plan ("CRC Plan") within thirty (30) calendar days of the County signing this Contract. If a similar CRC Plan has been submitted under a Wisconsin Works Implementation Contract or Child Support Contract and is approved or is pending approval, or if a similar CRC Plan was approved by DWD or another State agency within the previous two (2) years, a copy of the CRC Plan submitted or approved under the Wisconsin Works Implementation Contract or Child Support 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.

16.9 Non-Discrimination Policy. In connection with the performance of work under this Contract, the County agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation, military participation or use or non-use of lawful products off the employer's premises during non-work hours, 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. The County 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.

16.10 Debarment Certification. The County certifies that neither the IM 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 IM 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 C to be signed and returned with this Contract.)

16.11 Lobbying Certification. The County must sign and return with this Contract, the Certification regarding Lobbying (see Appendix D) or the Disclosure of Lobbying Activities (see Appendix E).

16.12 Indemnification. The County 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 IM Agency, or any of its agents,

employees or subcontractors, in performing the terms and conditions of this Contract. The County 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 IM Agency and any of its subcontractors or vendors to perform services or otherwise supply products or services. The Department acknowledges that the State may be required by section 895.46(1) of the Wisconsin Statutes, to pay the costs of judgments against its officers, agents or employees, and that an officer, agent or employee of the State may incur liability due to negligence or misconduct. In the event of a lawsuit challenging the validity of the State's IM Program policies and procedures, the Department will defend such lawsuit.

16.13 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 Contract Manager at the address in section 2 of this Contract.

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 mailing as provided above.

16.14 Performance Surviving the Contract Term. The obligations of the Parties under sections 4.9 (Reporting), 8 (Payment), 9 (Records, Reporting, Monitoring and Security), 11 (Annual Audit), 13 (Disputes), 14 (Agency Preventable Errors), 15 (Liquidated Damages for Uncorrected Quality Assurance Errors), 16.3 (Severability), 16.5 (Waiver), 16.12 (Indemnification), and 16.13 (Notice) of this Contract shall survive the Contract Term.

16.15 Provisions of Services and Programs.

16.15.1 Funding Limitations. Except as provided in state and federal statutes, the County shall perform the functions and provide the services within the limits of State and County appropriations and county appropriations used to match State and federal funds.

16.15.2 County Funding. Nothing in this Contract shall be construed to require the expenditure of County funds, except as specifically provided herein and authorized by the County Board.

16.15.3 Lawful Power and Duties. Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party. The Parties agree that the County shall carry out its responsibilities under the sections of this Contract through its appropriate County departments.

16.16 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.

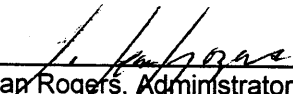
16.17 Entire Agreement. It is understood and agreed that the entire Contract between the Department and the County for the administration of IM is set forth in this Contract. The following appendixes are incorporated by reference herein and are a part of this Contract:

Appendix A	Department's Policies and Procedures
Appendix B	IM Agency's Financial Schedule
Appendix C	Certification Regarding Debarment and Suspension
Appendix D	Certification Regarding Lobbying
Appendix E	Disclosure of Lobbying Activities
Appendix F	Program Administration
Appendix G	Public Assistance Fraud Elimination Program - Program Integrity
Appendix H	Public Assistance Fraud Elimination Program - Investigation
Appendix I	Regional Training
Appendix J	Keeping Education Among Youth for Success (KEYS) - Marathon County
Appendix K	Refugee Mental Health - Brown and Manitowoc Counties
Appendix L	Refugee Health and Screening Education Program - Sheboygan County
Appendix M	Milwaukee Program Operation

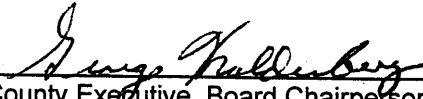
Appendixes H, I, J, K, L and M apply only to some IM Agencies. Appendix B lists funding for all Appendixes that apply to the IM Agency.

The Contracted Child Care Program, under Appendix F is contingent upon an approved Plan.

IN WITNESS WHEREOF, the Department and the County have executed this Contract on the dates set forth below.



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



County Executive, Board Chairperson, or Designee
Authorization Attached if designee

10/9/98
Date

10-15-98
Date

A County Board resolution must be attached authorizing and naming a designee if the Contract is not signed by the Executive or Chairperson of the County.

APPENDIX A
to the
1999 STATE/COUNTY
ADMINISTRATION OF INCOME MAINTENANCE (IM) PROGRAMS CONTRACT
by and between
the Department of Workforce Development
and
Adams County

DEPARTMENT'S POLICIES AND PROCEDURES

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

ITEM

1. DES Administrator's Memos
 - a.) DES Administrator's Office
 - b.) DES Area Administrator-See listing of Area Administrators - last item on this list.

These include, but are not limited to, the following:

- DES/DOH Administrator's Memo 94-11 (Medicaid Transportation)
- DES Administrator's Memo 96-44 (Approval of Automated Data Processing/Information Technology Purchases)
- DES Administrator's Memo 97-27 (Updated Periodically for County Human/Social Services, Child Support, W-2 Agencies and Wisconsin Indian Tribes)

2. Purchaser's Policies and Procedures on Income Maintenance
 - a.) The Income Maintenance Manual
Bureau of Welfare Initiatives (BWI) Operations Memos
 - b.) BWI Call Center, (608) 261-6317
3. Purchaser's Policies and Procedures on Reporting and Monitoring
 - a.) Wisconsin CARES Guide
CARES On-Line Published Procedures
 - b.) BWI Call Center, (608) 261-6317
4. Purchaser's Policies and Procedures on Child Support Reporting
 - a.) KIDS User Manual
KIDS On-Line Published Procedures
 - b.) Bureau of Child Support, (608) 266-9909
5. 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
6. Purchaser's Policies and Procedures Regarding Equipment Procured
 - a.) Financial Management Manual - Allowable Costs Section (Procurement and Subcontracting)
 - b.) Colleen Ristau, Financial Supervisor, DES Contracts Section, (608) 266-8775
7. Purchaser's Reimbursement Schedule-Policies and Procedures
 - a.) DWD CARS (Community Aids Reporting System) Accounting Reports Manual
 - b.) Peter Kroll, CARS Processing Unit-County Agencies, (608) 267-2396

8. Purchaser's Policies and Procedures on Food Stamps
 - a.) Food Stamp Handbook
The Income Maintenance Manual
 - b.) BWI Call Center, (608) 261-6317

9. Purchaser's Policies and Procedures on Medicaid (formerly Medical Assistance)
 - a.) Medical Assistance (Medicaid) Handbook
The Income Maintenance Manual
AFDC Handbook
 - b.) BWI Call Center, (608) 261-6317

10. Purchaser's Policies and Procedures on Other Programs
 - a.) Other Programs Manual
The Income Maintenance Manual
 - b.) BWI Call Center, (608) 261-6317

11. Purchaser's Policies and Procedures on Learnfare Case Management
 - a.) Learnfare Case Management Manual
The Income Maintenance Manual
 - b.) BWI Call Center, (608) 261-6317

12. Purchaser's Policies and Procedures on Child Care
 - a.) Child Day Care Manual
BWI Operations Memos
 - b.) Dave Edie, Office of Child Care, (608) 266-6946
BWI Call Center, (608) 261-6317

13. Purchaser's Policies and Procedures on Child Support
 - a.) Child Support Policy and Program Administration Manual
Wisconsin Child Support Forms and Documents Manual
Wisconsin Child Support Reports
 - b.) Bureau of Child Support, (608) 266-9909

14. Purchaser's Requirements Pertaining to Records Retention and Destruction
 - a.) The Income Maintenance Manual
 - b.) BWI Call Center, (608) 261-6317

15. Confidentiality Rules and Regulations
 - a.) The Income Maintenance Manual
Wisconsin Statutes-Chapter 49 Public Assistance-Subchapter VI
 - b.) BWI Call Center, (608) 261-6317
DES Area Administrator-See listing of Regional Offices - last item on this list.

16. Civil Rights Compliance Requirements
 - a.) DWD Civil Rights Compliance Standards and Resource Manual
The Income Maintenance Manual
 - b.) Ann Smith, DES Equal Opportunity Officer, (608) 267-0927
BWI Call Center, (608) 261-6317

17. Certification Regarding Debarment and Suspension
 - a.) The Income Maintenance Manual
Federal
 - b.) Copy attached to the Income Maintenance Contract as Appendix C
Gerald Wilson, DES Contract Coordinator, (608) 266-5429
BWI Call Center, (608) 261-6317

18. Certification Regarding Lobbying
 - a.) Federal
 - b.) Copy attached to the Income Maintenance Contract as Appendix D
Gerald Wilson, DES Contract Coordinator, (608) 266-5429

19. Disclosure of Lobbying Activities
 - a.) Federal
 - b.) Copy attached to the Income Maintenance Contract as Appendix E
Gerald Wilson, DES Contract Coordinator, (608) 266-5429

20. DES Regional Offices, Staff and Assignments
 - ASHLAND REGIONAL OFFICE
Area Administrator
715/682-7292 or 715/682-7249

Program Assistant
715/682-7285

COUNTIES: Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn
TRIBES: Bad River, Lac Courte Oreilles, Red Cliff and St. Croix

 - EAU CLAIRE REGIONAL OFFICE
Area Administrator
715/830-7740 or 715/836-2627

Program Assistant
715/836-2177

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

 - GREEN BAY REGIONAL OFFICE
Area Administrator
920/448-5313

Program Assistant
920/448-5305

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

 - MADISON REGIONAL OFFICE
Area Administrator
608/243-2404

Program Assistant
608/243-2401

COUNTIES: Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Marquette, Richland, Rock and Sauk

- **MILWAUKEE REGIONAL OFFICE**
Area Administrator
414/227-4245

Program Assistant
414/227-4335

COUNTY: Milwaukee

- **RHINELANDER REGIONAL OFFICE**
Area Administrator
715/365-2566

Program Assistant
715/365-2568

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

- **WAUKESHA REGIONAL OFFICE**
Area Administrator
414/521-5114

Program Assistant
414/521-5303

COUNTIES: Kenosha, Ozaukee, Racine, Walworth, Washington, and Waukesha

APPENDIX B
to the
1999 STATE/COUNTY
ADMINISTRATION OF INCOME MAINTENANCE (IM) PROGRAMS CONTRACT
by and between
The Department of Workforce Development
and
Adams County

IM AGENCY'S FINANCIAL SCHEDULE

It is further understood and agreed by both Parties through this Appendix to the State/County Administration of Income Maintenance (IM) Programs Contract that:

Funds Provided/Period Covered

Funds are provided to the County for the period beginning January 1, 1999, and continuing through December 31, 1999, on the following profiles as indicated below:

INCOME MAINTENANCE PROGRAMS	AGENCY NUMBER: 01
	AGENCY TYPE: 124

PROFILE NAME	PROFILE NUMBER	CONTRACT TYPE	CONTRACT LEVEL	APPENDIX
W-2 FUNERAL AND CEMETERY	125	FULLY FUNDED	\$1,200	F
Non-W-2 FUNERAL AND CEMETERY	126	FULLY FUNDED	17,800	F
MEDICAID TRANSPORTATION	131	FULLY FUNDED	41,400	F
REGIONAL TRAINING - FACILITIES	221	CONTRACT LIMITED	---	I
REGIONAL TRAINING - STAFF	222	CONTRACT LIMITED	---	I
IM AVAILABLE ALLOCATION	281	CONTRACT LIMITED	158,233	Not Applicable
PROGRAM INTEGRITY	750	CONTRACT LIMITED	3,276	F
CHILD CARE ADMIN. PAYMENTS	852	CONTRACT LIMITED	20,000	F
CHILD CARE BENEFITS	856	FULLY FUNDED	0	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

George Waldenberry
(Signature of official authorized to sign)

Date

10-15-98

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 George Kullenberg 10-15-98
(Signature of Official Authorized to Sign Application)

Date:

For:
Name of Provider

Title of Program

DISCLOSURE OF LOBBYING ACTIVITIES

APPENDIX E
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.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: _____		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>George Kalderberg</u> Print Name: <u>George Kalderberg</u> Title: <u>County Board Chair</u> Tele. No.: <u>608-337-3271</u> Date: <u>10-15-98</u>	

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 F
to the
1999 STATE/COUNTY
ADMINISTRATION OF INCOME MAINTENANCE (IM) PROGRAMS CONTRACT
by and between
The Department of Workforce Development
and
Adams County

PROGRAM ADMINISTRATION

It is further understood and agreed by both Parties through this Appendix to the State/County Administration of Income Maintenance (IM) Programs Contract that:

1. Funds Provided/Period Covered

Funds are provided to the County for the period beginning January 1, 1999, and continuing through December 31, 1999, for operating the IM Programs in accordance with the Department's Policies and Procedures. A funding amount will be included on the Community Aids Reporting System ("CARS") for the IM Administrative Allocation (IMAA) available for funding allowable IM Program costs. Some allocations appear separately on CARS. IM Program responsibilities included, but not limited to, are:

1.1 Benefit Over-Issuance Recovery

Tax Refund Offset fees shall be paid from the County's IMAA for the period beginning January 1, 1999, and continuing through December 31, 1999, for Benefit Over-Issuance Recovery.

1.2 Contracted Child Care

Following execution of an approvable Plan to provide Contracted Child Care, funds will be provided through an amendment to the State/County Administration of IM Programs Contract. Funding will appear on CARS separate of other provided funds.

1.3 Child Care Administration

Funds appear on CARS for Child Care Administration and program operation separate of other provided funds.

1.4 Funeral and Cemetery Aids

Funds appear on CARS for W-2 Funeral and Cemetery, and for Non-W-2 Funeral and Cemetery in separate allocations, separate of other provided funds. Funds provided are fully reimbursable in nature.

1.5 Medicaid Transportation

Funds appear on CARS for Medicaid Transportation separate of other provided funds. Funds provided are fully reimbursable in nature.

1.6 Medicaid - Health Insurance Information Reporting

1.6.1 Funds are provided for Reporting Health Insurance Information. The Department shall, if sufficient funds are available, pay a fee in the amount of \$10.00 to the County for reporting health insurance coverage for each Medicaid applicant or recipient. The Department shall, if sufficient funds are available, pay a fee in the amount of \$5.00 to the County for reporting the end date for health insurance coverage for each Medicaid applicant or recipient. Further, the Department shall, if sufficient funds are available, pay premium fees once required threshold levels are exceeded. Earnings under this paragraph will be recorded in the order in which claims are received. Funds are provided to the Department by the Department of Health and Family Services (DHFS). Funding provided to the Department is sum certain in nature and provided as increased budget authority. Funds not spent by the County must be returned to DHFS by the Department.

1.6.2 The incentive threshold levels must be surpassed by both:

- The individual County department of human/social services (DHS/DSS) must surpass the incentive threshold level established in CY 1992 for its agency; and,
- The County combined incentive total (County DHS/DSS and the County Child Support Agency) must exceed the County combined incentive threshold level established in CY 1992 for the County.

Health insurance information must be submitted on the Health Insurance Information form (DES-2096).

These funds may be used by the County to further agency efforts in gathering health insurance information, or enhancing other program efforts deemed necessary by the County.

The amount of funds earned is determined by:

- The number of Medicaid applicants or recipients reported by the County as having health insurance coverage, multiplied by \$10.00. Reporting applicable multiple health insurance coverage (e.g., including group coverage from more than one employer, separate coverage for prescription drugs, separate coverage for dental expenses) will result in the earning of multiple incentive fees.
- The number of Medicaid applicants or recipients reported by the County for which health insurance coverage end date information is provided, multiplied by \$5.00.
- The number of Medicaid applicants or recipients reported by the County for which health insurance coverage changes from one insurer to another, multiplied by \$5.00 for an end date previously unknown and multiplied by \$10.00 per person for the new insurer information.
- A premium incentive payment of \$25.00 will be earned for increased activity.

No fee is earned for deleting insurance coverage information for a Medicaid applicant or recipient via the Health Insurance Information form.

The quarterly amount earned by the County will be reduced by \$10.00 or \$25.00 when applicable, for each report disallowed when insurance coverage information cannot be verified on a person during a period of Medicaid eligibility. The quarterly amount earned by the County will be reduced by \$5.00 or \$25.00 when applicable, for each report disallowed when insurance end date information submitted by the County is already on file.

- 1.6.3 The County will be provided with a quarterly report of incentives earned. Amounts earned will be added to the County's Income Maintenance Available Allocation (IMAA), CARS profile #281 on a quarterly basis. The quarterly report provided by DHFS, will serve as notice of a contract increase.

1.7 Medicaid - Estate Recovery Program

- 1.7.1 Estate Recovery Program (Medicaid) - Funds based on 5% of recoveries/collections will be returned to the County for recoveries made by the Department for the cost of Medicaid benefits from the estates of certain Medicaid recipients. To be eligible for these funds, the County must complete and submit the Estate Recovery Program Disclosure Form (DES-2338). Other program requirements are outlined in Administrator's Memo Series #91-116 "Estate Recovery Program."

The amount of funds earned is determined by the amount of funds recovered from the estates of Medicaid recipients to offset Medicaid benefits as a direct result of information gathered and processed by the County. Amounts earned will be added to the County's IMAA, CARS profile #281, on a quarterly basis. Funds may be used by the County to enhance income maintenance efforts (e.g., gathering real estate information, gathering health insurance information, enhancing other Income Maintenance program efforts deemed necessary by the County, etc.)

Some of the responsibilities the County has, but not limited to are:

- Inform Medicaid recipients in a nursing home of the existence of the Estate Recovery Program.
- Distribute the Estate Recovery Program brochure or fact sheet.
- Report information on the Estate Recovery Program Disclosure Form (DES-2338). These forms are to be completed at the time of application or at the time of the eligibility review.
- Must determine whether or not a lien should be filed on the homestead property of an Medicaid recipient in a nursing home.
- Must send the recipient a "Notice of Intent to File a Lien" and must send a copy of the notice to the TPL Unit (if it is apparent that the Third Party Liability Unit may obtain a lien).

Some of the responsibilities of DHFS, but not limited to are:

- File all liens and claims on estates for the Estate Recovery Program based on information provided by the County.
- Provide the County with a quarterly report of fees earned.

- Provide DWD, with a contract summary to increase the budget authority on CARS profile #281.

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

These funds are provided to implement Income Maintenance Programs under the direction and time frames specified by the Division of Economic Support (DES). Funding is provided for performing IM responsibilities as identified in the base contract in section 4. IM Agency's Responsibilities and for the following, but not limited to:

2.1 Benefit Over-Issuance Recovery

- 2.1.1 The Department agrees to post and process the collection of offset tax returns, centrally collected funds, and all refunds of centrally collected funds to CARES for food stamps (FS) and Medical Assistance (MA) over-issued benefits.
- 2.1.2 The County agrees to enter and process all collections and refunds of locally collected funds to CARES for FS and MA over-issued benefits. The Department will post local County collections (net of any refunds and cash adjustments) to CARS.
- 2.1.3 The County will receive a 15 percent incentive on FS and MA fraud and client error collections.
- 2.1.4 The Department and the County agree that the Department will post to CARS the costs of tax offset fees thus reducing the County's IMAA.

2.2 Contracted Child Care

- 2.2.1 These funds may be used by the County only for the purposes of providing Contracted Child Care benefits as part of the IM Program and only as specified in an approved Plan for Contracted Child Care.

2.3 Child Care Administration

- 2.3.1 These funds may be used by the County for the purpose of administering its child care program and include the cost of child care program operation.

2.4 Funeral and Cemetery Aids

- 2.4.1 These funds may be used by the County only for the purposes of providing allowable funeral, burial and cemetery expenses consistent with requirements and limitations found in the Other Programs Manual, Chapter 07 - Funeral and Cemetery Expenses.

3. Fiscal Conditions on the Earning of the Funds

These funds, collections and fees 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, and the Department's Policies and Procedures.

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

Eligible expenses incurred beginning January 1, 1999, 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 G
to the
1999 STATE/COUNTY
ADMINISTRATION OF INCOME MAINTENANCE (IM) PROGRAMS CONTRACT
by and between
The Department of Workforce Development
and
Adams County

PUBLIC ASSISTANCE FRAUD ELIMINATION PROGRAM - PROGRAM INTEGRITY

It is further understood and agreed by both Parties through this Appendix to the Administration of Income Maintenance (IM) Programs Contract that:

1. Funds Provided/Period Covered

Funds are provided to the County for the period beginning January 1, 1999, and continuing through December 31, 1999, for the Public Assistance Fraud Elimination Program - Program Integrity. Program Integrity consists of the Fraud Prevention (previously termed Front-End Verification), Pre and Post-Investigation, Component, including Fraudulent Overpayment Collections.

A County reporting expenses in excess of the contract level, utilizing local match, will receive additional funds in the form of fifty (50) percent federal match for eligible Food Stamp Program and Medicaid expenses in excess of the contract level.

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

These funds may be used by the County only for the purposes of providing Public Assistance Fraud Elimination Program - Program Integrity services as part of the IM Program and only as specified in an approved Fraud Plan, or in accordance with performance specifications as contained in the IM Manual, Chapter II, Part D and Chapter I, Part C.

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 the 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

Eligible expenses incurred beginning January 1, 1999, and continuing through December 31, 1999, for the Public Assistance Fraud Elimination Program - Program Integrity must be reported on the Community Aids Reporting System (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 H
to the
1999 STATE/COUNTY
ADMINISTRATION OF INCOME MAINTENANCE (IM) PROGRAMS CONTRACT
by and between
The Department of Workforce Development
and
Adams County

PUBLIC ASSISTANCE FRAUD ELIMINATION PROGRAM - INVESTIGATION

It is further understood and agreed by both parties through this Appendix to the Administration of Income Maintenance (IM) Programs Contract that:

1. The County is responsible for providing Public Assistance Fraud Investigation Services as part of the Public Assistance Fraud Program as specified in an approved Fraud Program Plan. The County, through the County Board Chairperson or County Executive, elected to provide Public Assistance Fraud Investigation Services. The County may authorize an agency within the County or may subcontract to provide the Fraud Investigation Services. The County remains the prime contractor for Fraud Investigation Services. Fraud Investigations shall be conducted in accordance with performance specifications as contained in the IM Manual, Chapter II, Part D.
2. This pay for performance contract will be administered by or on behalf of Adams County IM Agency. The Department's Contract Administrator for this Appendix is Charles Billings, Department of Workforce Development, Division of Unemployment Insurance, 201 East Washington Avenue, Madison, Wisconsin 53703.
3. Whereby DWD agrees to direct purchase and the designated agency agrees to supply Fraud Investigation Services contract requirements cited in Contract Number C683, in accordance with all terms and conditions stated in Response for Proposal (RFP) #JK-1701, and in accordance with the Adams County agreement to accept the conditions and requirements of RFP #JK-1701, which RFP and amendments are hereby made part of this Contract.
4. The County shall ensure the establishment of safeguards to prevent employees or consultants 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.
5. For fiscal reporting, the County will report eligible expenses incurred between January 1, 1999 and continuing through December 31, 1999, in accordance with the Department's Policies and Procedures. Eligible expenses must be reported on the Client Assistance for Re-employment and Economic Support (CARES) system in accordance with the Department's Policies and Procedures.