

State Copy
County Copy

**1999 STATE/COUNTY CONTRACT
COVERING THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT
AND ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS**

INTRODUCTION

This Contract is made and entered into this ____ day of _____, 199__, for the period January 1, 1999 through December 31, 1999 by and between the Department of Workforce Development, hereinafter referred to as "Department," and the State of Wisconsin hereinafter referred to as "State," and the County Board of Supervisors of Adams County hereinafter referred to as "County."

WHEREAS, the Department and the County are directed by s. 59.53(5), Wisconsin Statutes, to enter into a contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity, and Medical Support Liability Programs under ss. 49.22 and 49.23 Wis. Stats., and

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

1.01 Definitions

1. "Contract Appendix" means an addition to the main body of the contract which is attached prior to the parties signing the contract. An appendix does not require signatures of either party.
2. "Contract Addendum" means an addition to the main contract which is attached after both parties have signed the contract. An addendum does require the signature of both parties or designee(s).
3. "Contract Supplement" means a signed memorandum from the Department which notifies the County that funds will be added to the contract but does not require signature of the County signator.
4. "Parties" means the Wisconsin Department of Workforce Development ("Department") and County ("County") (collectively, the "Parties").

2.0 PROVISION OF SERVICES AND PROGRAMS

- 2.01 The County agrees that the Child and Spousal Support, Paternity Establishment, and Medical Support Liability functions performed and services provided or purchased by the County as specified in this contract shall be performed in accordance with state statutes and administrative rules and federal statutes, rules and regulations, and court orders, and shall meet the requirements of this contract, of the DES Numbered Memo Series; of Accounting Reports (IV-A Manual); of the Child Support Manuals; and of the Financial Management Manual, as set forth in or established by the Department under the authority granted to it by state and federal statutes, rules, regulations and court orders. If the Department proposes a change to the requirements after the beginning of the contract period, in the functions performed and services provided or purchased by the County which is not the result of implementation of state and federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the County, using a single statewide point of contact, will have 30 days to comment on the fiscal impact of the change to the Department before the requirement takes effect. The single statewide point of contact may request an extension of the comment period of up to 15 days. The Department shall consider the fiscal impact on the County before implementing the change in requirements. It is not the Department's intent to unilaterally impose any new and previously unbudgeted programs on the County.

If the County is of the opinion that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, the County shall communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the County complies with the Department's decision, the County shall be held harmless from claims by the Department relating to such a conflict.

In the event of a lawsuit challenging the validity of child support enforcement statutes, regulations, or Department policies, the Department will defend such a lawsuit. In defending lawsuits, each party shall be responsible for matters within the Party's authority and control.

- 2.02
1. 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 used to match state and federal funds.
 2. 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.
 3. Nothing contained in this contract shall be construed to supersede the lawful power or duties of the County Child Support Agency. The County shall carry out its responsibilities under the Articles of this contract through its appropriate County departments.
- 2.03 The Department shall have all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed as a result of this contract.
- 2.04 The County and the Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this contract in the County.

The Department acknowledges its responsibility to maintain the KIDS system in maximum functional status for the benefit of all county and state users. In recognition of the necessity of the KIDS system to be available for county and state staff to perform daily job functions, the Department agrees to take all necessary actions to assure the uninterrupted availability of the KIDS system during normal business hours. In addition, the Department will give a priority to exploring the provision of KIDS query capability during times when the system is off-line for end of month processing.

Both parties to this contract acknowledge a joint responsibility to working cooperatively to identify system deficiencies and operational problems.

1. The County shall keep all state owned data processing equipment that is located in the County in a secure place and compensate the Department for any theft, damage, or other loss of the equipment if the Department's prescribed security precautions have not been met.
2. The County shall designate an employee as Agency Security Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
3. State purchased equipment installed for operation of programs under this contract is transferred to the County in accordance with the Department's policies and procedures. The County may purchase and install equipment in accordance with the Department's policies and procedures. The County shall be responsible for inventory, maintenance, and security of all this equipment.
4. The County shall adhere to the Department's policies and procedures as provided in the Agency Security Officer Manual.
5. The County agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103(p)(4), IRC 7213(2), IRC 6103, and IRC 7213) including, but not limited to, the confidentiality of all IRS information, access to IRS information, IRS telecommunications, IRS encryption, transmissions between computers, computers and printers.

6. There shall be three County representatives, two child support agency representatives appointed by the Wisconsin Child Support Enforcement Association (WCSEA) and a financial representative, to the Child Support Customer Area during this Contract period in recognition of the large amount of systems work resulting from the Personal Responsibility and Work Opportunity Reconciliation Act, possible new state legislation, and central receipt and disbursement of child support and KIDS enhancements and modification. This approach will be used in CY 1998, due to the current specific systems issues.
 7. The Department will make a diligent effort to reduce and eliminate KIDS planned downtime.
- 2.05 Since a portion of the funds under this Contract includes federal funds, the County agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- 3.0 REIMBURSEMENT
- 3.01 Subject to the terms and conditions set forth in this contract, the Department shall reimburse the County for the functions it performs and services it provides or purchases as set forth in Articles 2 and 9.
- 3.02 The County shall submit all claims for reimbursement under this contract to the Department within 84 days of the end of the contract period, and the Department shall make final payment within seven months of the end of the contract period. The Department shall deny all claims submitted after 84 days of the end of the contract period, except as provided under 9.04(1). The Department may grant an exception in unusual circumstances on an individual basis. However, the Department shall allow a claim as a result of a subsequent audit approved by the Department which identified a Department error. The County may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.
- 3.03 Total net reimbursement to the County for allowable expenses shall not exceed the contracted amounts specified in Articles 2 and 9 of this contract as adjusted by the terms and conditions of contract appendices and addenda less any expenditures owed the Department under other Department and County contracts. This "netting" of expenses only applies to funds within a County agency and will not occur between County agencies.
- 3.04 The Department shall make payments to the County based upon the following schedule:
1. Payments for January, February and March shall be made on the fifth of each of those months in amounts based on one-twelfth of the contracted amount shown in Article 9 and as specified in this Article. A report will accompany each monthly payment made under this contract identifying which portion of the check is attributable to Article 9.
 2. Separate advance checks will be issued in January for the Department and County Child Support Contract.
 3. For the period April through December, the County reports specified in Article 10 received by the 30th of the month shall result in a payment by the fifth day of the second month following the report date based upon reported expenditures. For example, the April payment will be on the fifth of April and will be based on January expenditures reported by the end of February.

4. Payments for October, November, and December expenses will be adjusted as follows:
 - a. October of the current year expenses reported in November will be adjusted against one-third of the outstanding payments (which were issued in January, February and March of the current year) when the January contract year payment for October expenses is made. This payment is separate from the January payment.
 - b. November current expenses reported in December of the same year will be adjusted against one-third of the outstanding payments (which were issued in January, February and March) when the February contract year payment for November expenses is made. This payment is separate from the February payment.
 - c. December current year expenses reported in January will be adjusted against one-third of the outstanding payments (which were issued in January, February and March) when the March contract year payment for December expenses is made. This payment is separate from the March payment.
 - d. October contract expenses reported in November will be adjusted against one-third of the outstanding payments (which were issued in January, February and March) of the contract year when the January of the following year payment is made.
 - e. November contract year expenses reported in December will be adjusted against one-third of the outstanding payments (which were issued in January, February and March of the contract year) when the February of the following year payment is made.
 - f. December contract year expenses reported in January of the following year will be adjusted against one-third of the outstanding payments (which were issued in January, February and March) when the March of the following year payment is made.
- 3.05 The Department may increase or decrease or delay the monthly payment under one of the following conditions. The parties shall negotiate the timing and payment schedule of any adjustments under items (1) and (3) of this subsection. The Department will only withhold funds of a County agency which is in non-compliance with contract or program requirements. County agencies which are in compliance will be paid the amounts due.
1. The Department determines, pursuant to an audit under Article 5, that there is an error in the County's fiscal and service records for this contract or previous contracts and the Department submits the draft audit report of the error to the County within 30 months of the expiration of the contract. 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.
 2. The County does not give the Department the CARS 600 Expenditures Report by the due date. If the Department caused the delay, this provision is waived. To be certain that a report was not lost in the mail, the Department shall notify the County when a report is not received. Should there be extenuating circumstances which prevent the County from sending a report, it is the responsibility of the County to see that the Department is properly notified prior to the due date of the report.
 3. The Department determines that the functions performed by the County do not meet state or federal statutes and requirements, as stated in Articles 2 and 9 of this contract.
 4. The County does not refund monies that the Department paid to the County pursuant to the beginning of the new contract period between the Department and the County and that the County has not spent or encumbered by the end of the contract period.

- 3.06 Within 90 days of the end of the contract period, the County will inform the Department that it will refund to the Department within 120 days of the end of the contract period, any funds received pursuant to this contract that are unspent or unencumbered prior to the end of the contract period. If the County does not provide a refund check, the Department will adjust funds under Article 3.05 as part of the contract year reconciliation process.
- 3.07 The Department shall provide 30 days advance notice to the County when an increase, decrease or delay will be made pursuant to Article 3.05(3). The Department will schedule a conference to resolve the issue which gave rise to the 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 6 of this contract after the imposition of the decrease or delay or sooner if both parties agree there is an impasse.
- 3.08 Except as provided in Article 11.01, the County agrees that the obligation of the Department under this contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Chapter 20, Wis. Stats., and if, during the term of this contract, the state appropriations which fund programs under this contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the County's obligation to fund and provide such service programs under this contract is suspended.
- 3.09 The County shall not at any time reallocate funds in paragraphs of Article 9 nor between lines in such sections unless specific written approval is received from the Department within 60 days of the end of the contract period.
- 4.0 RECORDS
- 4.01 At least 45 days prior to the effective date of any Department reporting or record keeping requirement issued after the end of the contract period, the Department shall provide the County with written notice of such a proposed reporting or record keeping requirement and allow the County an opportunity to review and comment on such a requirement. The County may comment on its own behalf or use a single point of contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the County prior to implementing such record keeping and reporting requirements.
- 4.02 Fiscal Records
- The County shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this contract.
- 4.03 Client Reporting
- The County shall maintain such records, reports, evaluations, or other documents which are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, are subject to manual provisions allowing destruction of records.
1. The County shall furnish such reports and documents to the Department in the format and according to the schedules as the Department requires. These reports must be in compliance with Department reporting instructions.
 2. The Department shall evaluate and monitor compliance with reporting instructions.
- 4.04 All records maintained by the County pursuant to this contract shall be available to the Department on request and with adequate notice for inspection, examination or audit. Except when the Department determines that unusual circumstances exist, the Department will give the County at least five working days written notice unless the County consents to a shorter time frame.

- 4.05 The parties agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of client records.
- 4.06 Notwithstanding the above, nothing in this contract shall be construed to limit, modify or extinguish any federal or state agency's legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the County or to modify or limit the County's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.
- 4.07 The Department shall monitor its requests for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the County.

5.00 AUDITS

5.01 "Single Audit" Requirement

1. The County shall hire an independent auditor to conduct a Single Audit pursuant to OMB Circular No. A-133, 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 year. 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.
2. 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.
3. 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 30 days after acceptance by the County and no longer than 12 months following the close of the contract year. The audit report shall be made up of at least the following based on OMB Circular No. A-133:

The auditor's report on financial statements; a schedule of federal and state assistance; the financial statements; and a schedule of federal and state grants by program including:

Program disbursements
Program revenues
Net variance 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
Audit adjustments
Audit exceptions

The "Management Letter."

4. The Department shall notify the County within 90 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 90 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 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 Department initiated examinations.

5.02 Department Reviews

1. In the event that the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the County. 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.
2. The Department shall schedule a mutually acceptable entrance date with the County with at least a 10 day advance notice which is mutually agreed upon.
3. 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.
4. The Department agrees to complete a draft review of the County within 25 months of the expiration date of the contract year to be reviewed. The time limit for submitting a draft review report to the County may be extended in unusual circumstances.
5. 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.
6. The Department reserves the right to conduct an independent financial and compliance review of the County 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.
7. 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.

5.03 Audit Resolution

The Department will initiate resolution of findings with the County pursuant to Audit Resolution Policies developed by the Department.

- 5.04 Nothing in this Article shall be construed to govern the acceptance or guidance of the County by any state agency other than the Department of Workforce Development.

5.05 Audit Disallowances

1. 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 Audit Disallowance Policy as stated in the Department's Financial Management Manual.
2. No fiscal sanction shall be taken against the County unless it is based upon a specific policy which was: (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 for failure to meet the requirements of Article 2.01 shall be imposed for 60 days after the date the County receives written notice of the requirement. This 60 day hold-harmless period may be extended by the Department upon County proof of hardship. The 60 day hold-harmless period is not required if the state has been assessed a federal fiscal penalty because federal laws and regulations or court order mandated the requirement and held the state to a more restrictive time period, or 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.

6.0 REVIEW AND REVISION

6.01 The County shall be entitled to an administrative review conducted pursuant to the procedures stated below which are in effect for this contract if both of the following occur:

1. The Department and the County disagree about the interpretation of any provision of this contract; and,
2. The disagreement concerns one of the following:
 - a. Reconciliation of claims and reimbursements (review is through departmental conference);
 - b. Any audit of the County as described in this contract (review is through the audit resolution policy);
 - c. Any audit resolution process (review is through the audit resolution policy); or,
 - d. Any federal audit of the County or the Department (review is through the DES Administrator's Memo Series and DCS Numbered Memos on federal audits).

6.02 If the Department and the County disagree about the interpretation of any provision of this contract other than the disagreements described in Article 6.01 above and a substantial interest of the County is injured by an action of the Department, the County shall then be entitled to a hearing before the Wisconsin Division of Hearings and Appeals which must be requested within 60 days (including weekends and holidays) from the day the action in question occurred. The following procedures shall apply:

1. The Department shall schedule a hearing within 60 days (including weekends and holidays) of receipt of the appeal request;
2. Both the County and the Department shall be entitled to one 30-day continuance of the hearing upon written notification to the other party and to the Wisconsin Division of Hearings and Appeals;
3. The hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and
4. Either party may ask the Secretary of the Department to review the proposed decision within 30 days of its issuance. If neither party makes such a request within the 30 days, the proposed decision shall be final. If either party makes such a request within 30 days, the Secretary may allow both parties to file written arguments before a final decision is issued.

7.0 CIVIL RIGHTS/NON-DISCRIMINATION POLICY

7.01 The County shall submit its Civil Rights Compliance Plan ("CRC Plan") within 30 calendar days of the County signing this Contract. If a similar CRC Plan has been submitted and is approved or is pending approval, or if a similar CRC Plan was approved by the Department or another State agency within the previous two years, a copy of the CRC Plan submitted or approved under the 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.

7.02 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. Except with respect to sexual orientation, the County further agrees to take affirmative action to ensure equal

employment opportunities. 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.

1. The County agrees that the County, its County Service Providers and their subcontractors will comply with guidelines in the Civil Rights Compliance Standards and Resource Manual for Equal Opportunity in Service Delivery and Employment (April 1997 Edition).
2. Requirements herein stated apply to any subcontracts. The County has primary responsibility to take constructive steps, as per the CRC Standards and Resource Manual to ensure compliance of subcontractors. As part of this responsibility, the County will require its subcontractors to develop and submit for approval a Civil Rights Compliance Plan. However, the County need not require an Affirmative Action Plan from subcontractors. Where the Department has a direct contract with a non-County community agency or vendor, the County need not obtain a Subcontractor Civil Rights Compliance Action Plan or monitor that agency or vendor.
3. The Department will monitor the Civil Rights Compliance of the County and will review that the County is ensuring compliance of its subcontractors in compliance with guidelines in the CRC Standards and Resource Manual. The County agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the County, as well as interviews with staff, clients, applicants for services, subcontractors and referral agencies. The reviews will be conducted according to Department procedures, through a Department determined monitoring schedule and/or to address immediate concerns of complainants.
4. The County agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

8.0 RECONCILIATIONS WITH COUNTY CLERK'S RECORDS

- 8.01 A reconciliation should be performed between expenditures and revenues recorded at the County agency's office and those on the County Clerk's accounts together with any journal entries. It is advisable to obtain copies of the County Clerk's expenditure and revenue accounts pertaining to the County agency to perform this reconciliation. A work sheet shall be prepared at year-end showing the final reconciled balances and adjustment made by the agency.

If a reconciliation has not been completed at the time the Department completes its audit, the Department will conduct a reconciliation at the expense of the County.

9.0 COUNTY ADMINISTRATION OF CHILD SUPPORT, PATERNITY AND MEDICAL SUPPORT PROGRAMS

- 9.01 The County shall:

1. Implement and administer the responsibilities specified in this contract with respect to the child and spousal support and establishment of paternity and medical support liability programs provided for by Title IV of the federal Social Security Act, in accordance with the language of s. 59.53(5) and other state and federal statutes, state administrative rules, federal regulations and controlling court cases in effect during the term of this contract.
2. Comply with directives contained in Article 2.01 of this contract, the DES Administrator's Memo Series, the Child Support Bulletins, the Wisconsin Child Support Procedures Manual, the Wisconsin Child Support Policy and Program Administration Manual, the Child Support Directory and Resources Book, the Office Vision e-mail system or its equivalent, federally approved corrective action plans, fiscal audits, and, KIDS User Manual and the CARES Manual, as applicable. Unless otherwise stated, manuals take precedence over other communications.

3. Provide all appropriate child and spousal support and paternity establishment services to all cases participating in public assistance programs under s. 49.57(3m)(b)1, s. 49.145(2)(s)1, s. 49.19(4)(h)1(b), and s. 49.45(19)(a)2 of the Wisconsin Statutes including Kinship Care (s. 48.57(3m)(b)1), Relief Block Grants (s. 49.01(3m)(a) and (b)), food stamps (s. 49.124), Wisconsin Works (s. 49.141), and Work Experience for Noncustodial Parents (s. 49.36) and to all cases involving individuals in which assignment is made. Child and spousal support and paternity establishment services include but are not limited to:
 - a. Case intake and assessment;
 - b. Establishment of paternity;
 - c. Location of absent parents;
 - d. Establishment of enforceable child and spousal support obligations;
 - e. Enforcement of payment of child and spousal support obligations; and/or,
 - f. Establishment and enforcement of medical support obligations by:
 - 1) Attempting to recover from the absent parent any lying-in costs in paternity actions, according to Administrator's Memo 92-46;
 - 2) Requesting the court to assign responsibility for payment of appropriate insurance coverage as a part of a new or revised support order; and,
 - 3) Obtaining, enforcing and reviewing medical support orders when medical insurance is available at reasonable cost.

4. Establish and maintain written cooperative agreements between the County designated Child Support Agency and other County officials who have a statutory obligation pursuant to s. 59.53(5), Wis. Stats., to cooperate with the Department and County as necessary to provide services required under the child support program in compliance with this contract.

Under the terms of this contract, administrative reimbursement is available for services provided under a cooperative agreement for the calendar quarter during which the agreement is signed and for subsequent calendar quarters covered by the agreement.

5. Establish written cooperative agreements in accordance with 45 CFR 303.107 and 302.34 and departmental directives which must include at a minimum:
 - a. A clear description of the specific duties, functions and responsibilities of each party.
 - b. Clear and definite standards of performance which meet federal requirements, including but not limited to, assurance that the agreement will be monitored, assurance that identified deficiencies will be resolved through a corrective action plan, and penalties as established by the County, if any, which will be implemented for failure to perform expected duties.
 - c. Agreement that all parties will comply with paragraph 9.01(2) of this contract, and Title IV-D of the Act, implementing applicable federal regulations and requirements.
 - d. The financial arrangements between both parties, including budget estimates, covered expenditures, methods of determining costs, procedures for billing the IV-D agency and any relevant federal and state reimbursement requirements and limitations.
 - e. The kind of records that must be maintained and the appropriate federal, state and local reporting and safeguarding requirements.
 - f. The dates on which the arrangement begins and ends, any conditions for revision or renewal and the circumstances under which the arrangement may be terminated.

6. Provide documentation to the Bureau of Child Support (BCS) of County efforts to provide the public with information on the child and spousal support program.
7. Agree that the County Child Support Agency will cooperate with the County Income Maintenance (Economic Support Agency) and Wisconsin Works agencies defined under s. 46.215, 46.22, 46.23, 49.143, and all other agencies managing or operating federal or state programs, in administering the requirements contained in the County Child Support Manual.
8. Provide any information requested for federal program reviews and audits.
9. Agree to cooperate with the operation of the Kids Information Data System (KIDS) as agreed upon by the Department and the County.
 - a. The County shall maintain and not alter or add to any child support automation equipment in the physical location installed by the state unless prior approval is given. In accordance with Administrator's Memos, any costs incurred by the County as a result of Department approved equipment moves shall be reimbursed per the applicable federal financial participation (FFP) rate.
 - b. The County agrees that neither County staff nor persons working under contract for the County will alter state provided software installed on child support automation equipment or add software programs which will adversely affect child support automation in the County.
 - c. The County shall ensure that all data processing equipment connected to the state computer reporting network is not accessible to persons other than those authorized by the Agency Security Officer for purposes of program administration and shall specifically limit such access in each cooperative agreement.
 - d. The County shall obtain approval from the Department prior to the installation of automated data processing equipment and software to be utilized on the Department administered computer systems.
10. Reimburse the state under an approved cost-sharing allocation plan if data processing equipment, software or services are used for any purpose or program other than child support enforcement or program administration.
11. Perform tax intercept adjustments as follows:
 - a. Perform tax intercept adjustments received after KIDS implementation for collections received prior to KIDS implementation:
 1. The County shall provide the State with information on who received the original collection and ensure the case is on KIDS.
 2. The Department will set up the tax recoupment on KIDS against the participant who received the money.
 3. If the payee must repay, the arrears will be adjusted by the Department.
 4. The Department will pursue collection activity.
 - b. Perform intercept adjustment made after KIDS implementation for collections received after KIDS implementation:
 1. The Department will set up the tax intercept on KIDS against the participant who received the money.
 2. If the payee must repay, the arrears will be adjusted by the Department.
 3. The Department will pursue collection activity.

- c. For tax adjustments to collections made prior to implementation of KIDS, provide the Department with information upon request.
- 12. Comply with the Department's Policies and Procedures as outlined in DES Administrator's Memos with respect to Year 2000 Compliance (Y2K) including assessment of agency facilities, equipment and software for compliance, contingency planning, and other necessary activities to assure program access for applicants and participants.
- 13. No later than December 31, 1999, have established access to the Internet for at least 50 percent of the County's child support case workers. Internet will become an increasingly important part of the Department's communication strategy with agencies and is a useful tool in locate activities.
- 14. Assist the Department in providing a timely response to program participant correspondence by designating the child support agency director or an individual designated by the director as the correspondence liaison.
- 15. Follow Department requirements for transfer of suspended collections to the Wisconsin Support Collection Trust Fund for the conversion to centralized disbursement by the close of business on January 4, 1999.

9.02 The Department shall:

- 1. Perform the duties and responsibilities specified in this contract in accordance with the state and federal statutes, state administrative rules, federal regulations and controlling court cases, in effect during the term of this contract.
- 2. Distribute a quarterly index listing all of the DES Administrator's Memo Series released during the previous three months that apply to the Child Support Program. In addition, this index will also list all Child Support Bulletins released during that same time.
- 3. Develop and maintain policy directives for administrative and enforcement activities relating to the child and spousal support and enforcement of paternity program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases.
 - a. Any new initiatives or programs other than those specifically mandated by federal or state laws, rules or regulations must be the subject of a contract addendum, negotiated and executed under separate cover.
 - b. The Department shall allow the County a reasonable time period in which to fully implement Department directives. Department directives which are the result of changes in federal or state laws, rules and regulations or court actions may be implemented by the Department without strict compliance with this paragraph.
 - c. The County may request an extension of the time period for implementing program requirements which have a significant impact on the County and are not mandated by state or federal law or court order. The County may submit documentation of the hardship imposed, and the Department may then grant up to 45 days of exception to the implementation requirements.
 - d. Engage in activities to protect the integrity of the KIDS system in the Y2K environment.
- 4. Distribute an advance copy of the BCS Wisconsin Child Support Procedures Manual and the Wisconsin Child Support Policy and Program Administration Manual releases to each County upon request. The County will be given an opportunity to provide input on the manual releases they receive. The state's objective is to issue manual releases within six months of the enactment of child support related laws or statutes or the issuance of regulations.

5. Cite applicable state and federal statutes, federal regulations, state administrative rules, and controlling court case(s) in new policy directives. Such citations shall be incorporated into the Child Support Manual.
6. Monitor the County responsibilities as defined in this contract, conduct performance reviews, and make recommendations concerning the overall administrative efficiency of the program.
7. Provide consultation, technical assistance and training on the child support program to Counties.
8. Provide the public with information on the child and spousal support program.
9. Provide and maintain model cooperative agreements which conform to state and federal laws.
10. Provide regular issues of the Bureau of Child Support Law Report.
11. Provide Central Registry services to counties.
12. Provide notification of new requirements within 30 days of enactment.
13. Issue an Administrator's Memo designating the single statewide point of contact referenced in Section 2.01 of this contract. The memo will also address the scope of responsibility for review of material by the single statewide point of contact.

9.03 Delegation of Authority

1. The Department hereby delegates to County support enforcement attorneys, as defined in s. 59.53(6), Wis. Stats., its authority to establish paternity and to establish and enforce child support obligations by appearance in circuit court and, with prior approval of the Department, appearance in appellate court. The Department agrees to assist the County in preparation of appeals, upon request.
2. The County support enforcement attorney shall abide by Section 2.01 of this contract.

9.04 Reimbursement

1. The County shall:

Submit all claims for reimbursement under this contract to the Department within 84 days of the end of the contract period, and the Department shall mail final payment no later than seven months after the end of this contract period.

Claims for allowable costs not reported within 84 days of the end of the contract period will be submitted for federal reimbursement under the following conditions:

 - a. The costs are identified as a finding in the County Single Audit, and
 - b. The County's Single Audit report is received within the mandated timeframes.

Any federal reimbursement received will be passed on to the County as a part of the audit resolution process.
2. The Department shall:
 - a. Prepare an administrative allocation for the County for the purpose of generating the 66 percent federal administrative reimbursement advances for January, February and March. The amount of the annual allocation is equal to 110 percent of that County's total reconciled administrative expenses for the most recent previously reconciled calendar year. The monthly amount for January, February and March equals one-twelfth of the annual allocation. See Exhibit #1.

The County will be given an opportunity to submit written justification to support an increase or decrease to the proposed administrative reimbursements for January, February and March.

Total administrative reimbursements are based upon actual direct and indirect costs reimbursed with federal pass through dollars at the applicable FFP rate.

- b. Pursuant to Wis. Stats. ss. 49.23(2)(a) and 49.24, budget an allocation to the County as its proportionate share of dollars for performance-based funding as identified in DES Administrator's Memo 98-25. (The description formula will be included in Exhibit #2.) Funding previously identified as child support operations and program enhancement are now a part of performance-based funding.
 - c. Pursuant to Wis. Stats. s. 49.23(1), budget an allocation to the County as its proportionate share of dollars for order revision. (The description formula will be included in Exhibit #2.)
 - d. Certify arrears for tax intercept using KIDS account balances as well as receive, distribute, and disburse tax intercept funds centrally through KIDS, and provide reports to counties of certified arrears and collections from state and federal tax intercept.
 - e. Notwithstanding Article 9.04(2)(b), pay the County the 15 percent federal incentive rate earned for the recovery of Medical Assistance payments under the medical support liability program. The 15 percent rate may be increased or decreased during the term of this contract to reflect any applicable changes in federal law. Payment shall be made on the same schedule as administrative reimbursement.
 - f. The Department shall work with the County through the Policy Advisory Committee to provide notice of any additional funding available to the County prior to its effective date. In the event that it is not possible to provide notification prior to the effective date, and to the extent allowed by law, the time period will be extended to provide the County the maximum period for use of the funds.
 - g. Ensure ongoing maintenance of KIDS.
 - h. Work with the Policy Advisory Committee or other county child support agencies to develop a standard methodology for measuring cases and workers, which if used by all counties, will provide a tool for child support agencies to compare caseload and workload.
3. During calendar year 1999, there will be no fees for tax intercept, state lottery and Interstate Collection Project costs, State and Federal Parent Locator Service and interception of unemployment insurance charged to counties. Each year prior to contract negotiations, the Department will do a review to determine if there are adequate funds to reimburse the state to perform required activities.
 4. Payments by the Department under this contract are contingent upon:
 - a. Substantial compliance by the County of all responsibilities identified in this contract, and in accordance with state and federal laws.
 - b. Authorization of Wisconsin and federal laws and availability of federal funds.
 - c. Approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.
 - d. In addition to the provisions of 3.05, the Department may reduce payments pursuant to state or federal audits. However, legislative authority is required for imposition of any federal Performance Audit/Review sanctions. Routine financial audits, such as performed under the single audit, do not require legislative authority.

9.05 Fiscal Responsibilities

1. The County shall:

- a. Record in KIDS and deposit all child, family and spousal child support, Medical Support Liability, and related collections, and receipt and disbursement fees into either of the following accounts: 1) a county bank account and transfer these funds each night to the Wisconsin Support Collection Trust Fund, or 2) a state designated concentrated bank account at any branch of Firststar Bank.
- b. Follow procedures established by the Department for the receipt, recording and transfer of collections received by the County.
- c. Permit the Central Receipt and Disbursement vendor to receipt and deposit collections made payable to the county if received by the vendor.
- d. Collect the Parent Locator Service fee under 42 USC 653 and any other fee authorized by the Department.

2. For IV-D cases, effective December 31, 1998, all current and past due receipt and disbursement fees shall be paid to the Department when collected.

For non-IV-D cases, effective December 31, 1998, all current and past due receipt and disbursement fees shown on KIDS shall be paid to the Department when collected.

3. The Department hereby authorizes the County to contract with an attorney, collection agency, or locate service to assist in the collection of child support or maintenance.

4. The County and State agree to cooperate in increasing the collection of arrearages from nonresident absent parents. When the State contracts with or employs a collection agency, attorney, or other person to enforce the support obligation of a nonresident absent parent in arrears, the State may reimburse its share of the administrative costs by retaining 50 percent of the federal incentive earned on the Interstate Collections Program (ICP).

10.0 REPORTS

10.01 CHILD SUPPORT REPORTS

REPORTS SENT TO CARS PROCESSING UNIT

CARS 600 EXPENDITURE REPORT

Due 30th day of month or last day of the month, whichever is earlier, following month of expenditures.

11.0 MISCELLANEOUS

11.01 Conditions on the Parties' Obligations

1. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the parties hereto.
2. Nothing contained in this agreement shall be construed to supersede the lawful power or duties of either party.

11.02 It is understood and agreed that the entire contract between the parties is contained herein, and includes the appendices incorporated herein by reference. The contract supersedes all previous commitments, promises, and representations, either oral or written, between the parties relating to the subject matter hereof.

11.03 Additional Conditions of this Contract

12.0 CERTIFICATION REGARDING LOBBYING

In conformance with federal law, the authorized County representative must review, sign and return with this contract either the Certification Regarding Lobbying form (Attachment A) or the Disclosure of Lobbying Activities (Attachment B).

13.0 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In conformance with federal law, the authorized County representative must review, sign and return the Certificate Regarding Debarment and Suspension form (Attachment C).

14.0 CONTRACT MANAGER

Each of the Parties shall have a Contract Manager. The Department's Contract Manager is Tina Anderson, P.O. Box 697, Rhinelander, Wisconsin 54501 and the County's Contract Manager is Joan Larson, Courthouse, 402 Main Street, Room C020, P.O. Box 528, Friendship, WI 53934-0528. 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.

The Department's Contract Manager is the official contact with the County and is responsible for enforcing provisions of the contract including fiscal and programmatic, and assuring that the provisions are carried out by the County.

County: Adams

IN WITNESS WHEREOF, the Department and the County have executed this agreement as of the day and year first above written.

George Hallenberg
County Executive, Board Chairperson, or Designee
Authorization attached if designee

12/14/98
Date

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

10/9/98
Date

NOTE: 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.

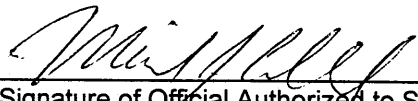
CERTIFICATION REGARDING LOBBYING

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 
(Signature of Official Authorized to Sign Application)

Date: 12/15/98

For: Adams County
Name of Provider

Child Support Agency
Title of Program

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.

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 Haldenberg
(Signature of official authorized to sign)

Date

12/14/98

County: Adams Child Support	Agency #01
Agency Type: 126	Contract Period: 01/01/99-12/31/99

CHILD SUPPORT ALLOCATIONS

CARS Profile Name	Profile Contract Number*	State Allocation
Child Support Administrative Allocation for Advance Calculation Only	70500	\$119,308
Performance Based	70495	36,644
Periodic Review & Modification	70361	4,844
Medical Support Liability Incentive January through September 1999	70333	2,808
Medical Support Liability Incentive October through December 1999	70332	936
TOTAL		\$164,540

*NOTE: These are contract profile numbers, not reporting profile numbers with the exception of #70361.

METHODOLOGY USED TO DETERMINE CALENDAR YEAR (CY) 1999 ALLOCATIONS

Child Support Performance-Based Allocations

A total of \$11.56 million of state funding is available for the performance-based allocation for calendar year (CY) 1999. These funds can be matched with federal funds for allowable child support activities. Fifty percent of the funds will be available for the collection standard and 50 percent for the paternity establishment standard.

A maximum amount has been identified for each county using a formula developed by the Department with input from the Child Support Agencies. A base of 50 percent of the award will be given in this contract. The remaining 50 percent may be earned at the rate of 16.67 percent per quarter. The last quarter will be calculated for those counties that have not already received their entire award and for any bonus distribution.

Agencies will receive an advance of 25 percent of their maximum award. This advance will be provided to agencies at the rate of one third for January 1999, one third for February 1999 and one third for March 1999.

The standard for county performance on collections is the percentage of IV-D cases with a collection. The number of IV-D cases with a collection divided by the total number of "Not Closed" IV-D cases is equal to the percentage of IV-D cases with a collection. The data used for this measure is from the new Baseline 12 report. Debt categories include child, family, spousal, other medical and lying-in. Current support, arrears, and interest collections are included.

The county Paternity Establishment Percentage (PEP) is based on IV-D and non-HSS 81 cases and is determined by dividing the number of IV-D nonmarital children with paternity established by the total number of IV-D nonmarital children. All cases that are not closed are included, and unborn children are excluded.

Refer to DES Administrator's Memo 98-22 for detailed information on earning this allocation and DES Administrator's Memo 98-25 for the 1999 performance-based allocation.

Order Revision Allocation

The methodology for determining the order revision allocation, which has not changed from 1998, is based upon the county's percent of total cases with a current support (CSUP) debt. One hundred percent of the allocation will be immediately available in this contract. The allocation has been updated to reflect data as of June 1, 1998.

Child Support Operations and Program Enhancement Allocations

There are no longer separate allocations for child support operations and program enhancement. Funding previously identified as child support operations and program enhancement are now a part of performance-based allocation.

**Appendix CS-A
to the
1999 State/County Child Support Contract
for the
PERIODIC REVIEW AND MODIFICATION OF ORDERS**

It is further understood and agreed by both parties through this attachment to the CY 1999 "State/County Contract Covering Administration of the Child and Spousal Support and Establishment of Paternity Program; Medical Support Liability Program - Title IV-D" that:

I. Funds Provided/Period Covered

Additional funds identified in Exhibit 1 are provided for the contract period to the County for costs associated with the periodic review and modification of child support orders. The number reflects 100 percent of the annual amount.

II. Purpose and Conditions on the Use of the Funds

These funds may be used by the County to perform periodic review and modification of child support orders. The County must review orders in both Wisconsin Works (W-2) cases and non-AFDC/W-2 cases in the proportion in which those types are reflected in the County's caseload.

III. Fiscal Conditions on the Earning of these Funds

Child support administrative costs related to review and modification of orders should be reported on profile 70361. The County will be reimbursed at 100 percent up to the contract amount on profile 70362. Federal funds at the regular reimbursement rate (profile 70363) will also be provided for allowable costs which exceed the contract amount.

IV. Reporting Instructions

The County is to report all expenses for periodic review and modification of orders on CARS profile 70361 on the appropriate CARS Expenditure Report. These expenses are not to be reported on any other CARS profile.

APPENDIX CS-B
to the
1998 State/County Child Support Contract
for
PERFORMANCE-BASED AWARD

It is further understood and agreed by both parties through this attachment to the CY 1999 "State/County Contract Covering Administration of the Child and Spousal Support and Establishment of Paternity Program; Medical Support Liability Program" that:

I. Funds Provided/Period Covered

Additional funds identified in Exhibit 1 are provided by the Department to the County for the period January 1, 1999, through December 31, 1999.

II. Purpose and Conditions on the Use of the Funds

The additional funds provided by this appendix may be used by the County for allowable child support activities.

III. Fiscal Conditions on the Earning of the Funds

The County's performance-based allocation is made up of a base amount and an amount to be earned based on the County's performance against the standards identified in Administrator's Memo 98-22. A base of 50 percent of the County's maximum award is included in this contract. The remaining 50 percent is subject to earning requirements and will be added to profile #70495 (CS Performance-Based) on a quarterly basis. The County will be reimbursed at 100 percent up to the base contract amount for allowable costs.

IV. Reporting Instructions

The County is to report all expenses on the appropriate CARS Expenditure Report under agency type 126 on the appropriate profiles in accordance with the CARS Reporting Manual.

V. Payment Process

Prepayments will be based on 25 percent of the County's maximum award and shall be made in accordance with this contract.

These funds will be paid on a reimbursement basis for actual expenses incurred.