

**Contract Language Changes From 2004-05 to 2006-09 W-2 Contract**

<b>Contract section</b>	<b>Old language</b>	<b>New language</b>
1 <sup>st</sup> sentence and throughout the Contract	W-2 Agency	W-2 <b>Contract</b> Agency
Throughout the Contract	Capacity Plan/Capacity Response Items	Management and Financial Response Items/Plan
Fourth Whereas	WHEREAS, the W-2 agency, under contract with the Department, is required to perform all W-2 and Related Program services and to implement the entire program, in accordance with the Department's Policies and Procedures, for the above geographic area(s) and is wholly accountable and responsible for results;	<b>WHEREAS</b> , the W-2 Contract Agency, under contract with the Department, is required to perform all W-2 and Related Program services and to implement the entire program, <b>except in Milwaukee where the delivery structure defines service responsibilities by agency type</b> , in accordance with the Department's policies and procedures, for the above geographic area(s) and is wholly accountable and responsible for results;
	None – an additional Whereas was added	<b>WHEREAS</b> , the W-2 Program: provides program participants assistance in making what might be their initial connection to employment; ensures that participants strengthen connections to employment and career ladders; provides employment stabilization services that ensure employment retention and rapid re-attachment; and provides assistance in obtaining SSI/SSDI for those participants with multiple and severe barriers to employment;
Fourth Whereas and throughout the Contract	Policies and Procedures	<b>policies and procedures</b>
Content of Section 1 and throughout the Contract	The contract Period will be January 1, 2004 through December 31, 2005, except as specified in Contract section 26.10. The Department may re-contract for the 2006-2007 Contract Period with a W-2 agency that meets the Department's requirements.	The Contract Period is January 1, <b>2006</b> , through December 31, <b>2009</b> .  (Updated the Contract Period throughout)
2. Contract Extension	<p>2. Contract Extension</p> <p>2.1 Extension</p> <p>The Department may elect to extend the period of this Contract for one year, to December 31, 2006.</p> <p>2.2 Notification of Extension</p> <p>The Department shall decide whether or not to extend the Contract Period of this Contract, and shall notify the W-2 agencies of its decisions.</p> <p>2.2 Allocation and Performance Standards</p> <p>If the Department elects to extend the Contract Period of this Contract, the Department shall make</p>	<p><b>2. Contract Review</b></p> <p><b>2.1 Contract Review</b></p> <p><b>The Department shall continually review the W-2 Contract agency's compliance with the Contract, in accordance with Contract section 17.2. A Contract termination may result for a W-2 Contract Agency that is not in compliance with Contract requirements.</b></p>

<b>Contract section</b>	<b>Old language</b>	<b>New language</b>
	determinations as to allocations and performance standards for the added year of the extension.	
7. Performance Standards	<p>7. Performance Standards</p> <p>The Performance Standards that apply to this Contract are contained in Appendix B, Performance Standards. (See Performance Standards for the 2004-2005 W-2 and Related Programs Contract, Appendix B to the Contract.)</p>	<p><b>7. Performance Standards and Incentive Earnings</b></p> <p><b>7.1 Performance Standards</b></p> <p><b>The W-2 Contract Agency must comply with the Performance Standards established by the Department for the delivery of services under this Contract.</b></p> <p><b>The Performance Standards are:</b></p> <p><b>Entered Employment Placement Rate;</b></p> <p><b>Retention/Stabilization in the Workforce;</b></p> <p><b>Wage At Employment;</b></p> <p><b>Success of Job Skills Training;</b></p> <p><b>SSI/SSDI Receipt;</b></p> <p><b>Basic Education Activities;</b></p> <p><b>Assessment; and</b></p> <p><b>Quality of Case Management.</b></p> <p><b>The detailed Performance Standard criteria are listed in Appendix B, Information Map for 2006-2009 Contract, Performance Standards for the 2006-2009 W-2 and Related Programs Contract, which is incorporated by reference into this Contract.</b></p>
	<b>None</b>	<p><b>7.2 Incentive Earnings</b></p> <p><b>The incentive earnings are reserved for large W-2 Contract Agencies whose Community Service Jobs (CSJ) caseload reaches fifty (50) or more for the most recent three (3) consecutive months for which data is available prior to the start of the Contract Period and each calendar year thereafter during the Contract Period.</b></p> <p><b>In an Incentive Based Contract, twenty percent (20%) of the services and service-related administration funding must be earned through achieving specific program placement outcomes.</b></p> <p><b>The program placement outcomes that will be measured for Incentive Earnings are as follows:</b></p> <p><b>Job Entry Rate Equal to or Less than Ninety (90) days;</b></p> <p><b>Job Entry Rate More than Ninety (90) days;</b></p> <p><b>Employment Retention and Stabilization; and</b></p> <p><b>Approval and Receipt of SSI or SSDI.</b></p>

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		<p>The detailed Incentive Earnings outcomes are listed in Appendix C, Incentive Earnings for the 2006-2009 W-2 and Related Programs Contract, which is incorporated by reference into this Contract.</p>
<p>8. Compliance with Policies for W-2 and Related Programs</p>	<p><b>8. Compliance with Policies for W 2 and Related Programs</b></p> <p>The W 2 agency is responsible for delivering W 2 and Related Program activities in accordance with the Department's Policies and Procedures. The W 2 agency must comply with the Department's Policies and Procedures. The Affidavit of Fair Competition (Part 2, Section 1.21 of the W-2 Capacity Plan) includes a statement that the W-2 agency must comply with all terms, conditions, and Response Items required by the State in the Contract, documents incorporated by reference, and the W-2 Plan.</p>	<p><b>8. Compliance with Policies for W 2 and Related Programs</b></p> <p><b>8.1 Compliance with All Contract Terms and Conditions</b></p> <p>The W-2 Contract Agency is responsible for delivering W-2 and Related Program activities in accordance with the Department's policies and procedures. The W-2 Contract Agency and <b>any subcontractor</b> must comply with the Department's policies and procedures. The Affidavit of Fair Competition (Part 2, Section One, #1.15 of the W-2 Plan) includes a statement that the W-2 Contract Agency must comply with all terms, conditions, and Response Items required by the State in the Contract, documents incorporated by reference, and the W-2 Plan.</p>
	<p><b>None</b></p>	<p><b>8.2 Program Management</b></p> <p><b>The W-2 Contract Agency is responsible for the delivery of the W-2 program services to individuals, including but not limited to, assuring the following: culturally competent (See Contract sections 28 and 29.), quality strengths based services to participants through appropriate and ongoing assessment, including career related assessments; referral to needed services and the direct provision of services as applicable through case management; individualized career counseling and career exploration, education, training, including short term customized skills training; employment services, including job development and placement services; providing supplemental security income advocacy; complying with W-2 policies that support the Family Violence Option; implementing fact-finding decisions timely; applying appropriate sanctions; and issuing emergency payments. The W-2 agency must strive to assist individuals to obtain full time, quality wage employment with career advancement potential in demand occupations. The W-2 Contract Agency must maintain current written internal program policies and procedures of implementation of state W-2 policies and make them available to the Department for review when requested.</b></p>

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	None	<p><b>8.3 Financial and Administrative Management and Operations</b></p> <p>The W-2 Contract Agency is responsible for the financial management of the program, including compliance with all required policies and procedures related to the contracted funds or subcontracted funds, including but not limited to, reporting and recordkeeping, personnel and staffing. The W-2 Contract Agency must maintain current written internal financial policies and procedures and make them available to the Department for review when requested.</p> <p>The Department may at any time require specific actions of the W-2 Contract Agency to assure sound financial management of the contract, including but not limited to, special monitoring, financial oversight diagnostic reviews, a state-imposed audit, an independent fiscal agent, Board Member consultations, or other actions as may be necessary to determine compliance and proper expenditure of the funds.</p>
<p><b>9.1 Department's Policies and Procedures</b></p>	<p>9.1 Department's Policies and Procedures</p> <p>The Department may modify its Policies and Procedures and the Department's document titled Policies and Procedures for W-2 and Related Programs Contract, which is incorporated by reference into the Contract.</p>	<p><b>9.1 Department's Policies and Procedures</b></p> <p>The W-2 Request for Proposals, the Right of First Selection Re-contracting Instructions, the W-2 and Related Programs Contracts (hereinafter referred to as the Contract), and the Department's policies and procedures define the W-2 Program requirements.</p> <p>The Department's policies and procedures for W-2 and Related Programs are found in the following documents:</p> <p>Wisconsin Statutes (<a href="http://folio.legis.state.wi.us/">http://folio.legis.state.wi.us/</a>)</p> <p>Wisconsin Administrative Code (<a href="http://folio.legis.state.wi.us/">http://folio.legis.state.wi.us/</a>)</p> <p>Wisconsin Works (W-2) Food Stamp Employment and Training Manual (<a href="http://dwd.wisconsin.gov/dws/w2/fset.htm">http://dwd.wisconsin.gov/dws/w2/fset.htm</a> )</p> <p>W-2 Program Manual (<a href="http://dwd.wisconsin.gov/dws/manuals/w-2_manual/first_page.htm">http://dwd.wisconsin.gov/dws/manuals/w-2_manual/first_page.htm</a>)</p> <p>W-2 Administrative (Policy) Memo's (<a href="http://dwd.wisconsin.gov/dws/adminmemos/default.htm">http://dwd.wisconsin.gov/dws/adminmemos/default.htm</a>)</p> <p>W-2 Operations (Policy) Memo's (<a href="http://www.dhfs.wisconsin.gov/em/ops-memos/">http://www.dhfs.wisconsin.gov/em/ops-memos/</a>)</p> <p>The Department's financial polices for contracts and grants can be found at <a href="http://dwd.wisconsin.gov/dws/grants_contracts/default.htm">http://dwd.wisconsin.gov/dws/grants_contracts/default.htm</a>.</p> <p>The Department's civil rights requirements for contracts and grants can be found at <a href="http://dwd.wisconsin.gov/dws/civil_rights/default.htm">http://dwd.wisconsin.gov/dws/civil_rights/default.htm</a>.</p>

<b>Contract section</b>	<b>Old language</b>	<b>New language</b>
9.3 Adopting New Policies	<p>9.3 Adopting New Policies</p> <p>The Department may issue a new policy mandate which is not required by State or federal law, rules or regulations or a court order or a settlement agreement.</p>	<p><b>9.3 Adopting New Policies</b></p> <p>The Department may issue a new policy mandate which is not required by State or federal law, rule or regulation, a court order, or a settlement agreement, <b>to the extent that the new policies are necessary to implement service improvements. The Department shall follow the procedure in Contract section 9.4 to issue a new policy mandate.</b></p>
<b>9.4 Proposed Modification to the Department's Policies and Procedures</b>	<p>9.4 Proposed Modification to the Department's Policies and Procedures</p> <p>If the Department proposes a modification to the Department's Policies and Procedures that is not required by State or federal law, rules or regulations or court order or settlement agreement, the W-2 agency, using a committee advisory to the Department or other method specified by the Department, will have thirty (30) calendar days to comment on the fiscal impact to the W-2 agency of such a change. The Department shall consider such comments prior to the implementation of the proposed modification to the Department's Policies and Procedures.</p>	<p><b>9.4 Proposed New Policies and Procedures</b></p> <p>If the Department proposes a <b>new policy</b> that is not required by State or federal law, rules or regulations or court order or settlement agreement, <b>the Department shall notify the W-2 Contract Agency.</b> The W-2 Contract Agency will have thirty (30) calendar days to comment on the fiscal impact to the W-2 Contract Agency of such a change. The Department shall consider such comments prior to the implementation of new policies and procedures. <b>Under emergency conditions, the Department may implement a new policy immediately or within a period of fewer than thirty (30) days, but shall otherwise comply with this section.</b></p>
9.5 Policies Relating to Participant Sanctions	<p>Deleted "Policies Relating to Participant Sanctions During the Contract Period, the Department shall review and may propose modifications to the Department's Policies and Procedures relating to participant sanctions."</p>	<p><b>9.5 Required Training for W-2 Contract Agency Staff</b></p> <p><b>9.5.1 Department Directed</b>  <b>The W-2 Contract Agency must attend Department directed training. Topics of the Department directed training include, but are not limited to, program requirements, financial management, civil rights requirements and the Department's automated systems requirements.</b></p>
9.6 Policies Relating to Training for Financial and	<p>Deleted 9.6 Policies Relating to Training for Financial and Employment Planners</p> <p>The Department will review and revise the appropriate</p>	<p><b>9.5.2 W-2 Contract Agency Role</b></p>

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Employment Planners	<p>policies to ensure that W-2 agency Financial and Employment Planners ("FEPs") receive training in coordination with local child welfare and other community agencies to facilitate the employment of the participants,</p> <p>their well-being and the well-being of their children.</p>	<p><b>The W-2 Contract Agency must ensure that its staff completes the required initial training and ongoing training, and other training as required by the Department, for all W-2 staff, including but not limited to the Financial Employment Planner (FEP), Resource Specialist (RS), supervisors and lead workers, financial and accounting personnel, and the civil rights officer.</b></p> <p><b>All RS, FEPs, lead workers, supervisors, and civil rights compliance officers will be required to complete training that addresses issues regarding language access (See Contract section 28.) and cultural competency, racial and ethnic minority, and disabled participants. This includes but is not limited to the requirements of Title VI of the Civil Rights Act, Sec. 504 of the Rehabilitation Act, and the Americans with Disabilities Act, with particular attention to the effect of those laws on the operation of the W-2 program.</b></p>
	None	<p><b>9.5.3 Department Review</b></p> <p>The Department will review the W-2 contract Agency's compliance with the training requirements set forth in federal or state law and regulations, policy memoranda, or this Contract, for the RS, FEP, lead workers, supervisors and other W-2 staff.</p>
10. Funding Change	<p>10. Funding Change</p> <p>The W-2 agency agrees that the obligations of the Department under the Contract are limited by, and contingent upon, legislative authorization and budget appropriations. If, during the Contract Period, the appropriations that fund performance under the Contract are not made or are repealed or reduced by actions of Congress or the State Legislature, then the Department shall notify the W-2 agency of the funding change. The Department may notify the W-2 agency which services shall be performed by the W-2 agency. If the W-2 agency makes a determination that additional changes in required services are necessary because of the lack of funds, the W-2 agency may, within thirty (30) calendar days, present a proposed plan to the Department for modifications in required services. 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.</p>	<p><b>10. Funding Change</b></p> <p>The W-2 Contract Agency agrees that the obligations of the Department under the Contract are limited by, and contingent upon, legislative authorization and budget appropriations. If, during the Contract Period, the appropriations that fund performance under the Contract are not made or are repealed or reduced by actions of Congress or the State Legislature, then the Department shall notify the W-2 Contract Agency of the funding change. <b>The Department shall provide guidance to the W-2 Contract Agency concerning the modification of its Plan to reflect the reduced funding.</b> If the W-2 Contract Agency makes a determination that additional changes in required services are necessary because of the lack of funds, the W-2 Contract Agency may, within thirty (30) calendar days, present a proposed plan to the Department for modifications in required services. 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.</p>

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	<p><b>11.3 W-2 Plan Administration</b></p> <p>The W-2 agency must administer W-2 and Related Programs in accordance with the Plan. W-2 and Related Programs include, but are not limited to, the following: W-2 employment positions; W-2 case management, Food Stamp Employment and Training; Child Care eligibility determinations; Refugee Cash Assistance and Refugee Medicaid; Job Access Loans; Emergency Payments; Learnfare; and Children First (optional, Children First may be administered by the W-2 agency or the Child Support agency).</p>	<p><b>11.3 W-2 Plan Administration</b></p> <p><b>The W-2 Contract Agency must perform its contract duties in accordance with its approved Plan.</b></p>
	<p><b>11.4 Scope of Work</b></p> <p>The scope of work includes all of the elements of the approved W-2 Plan, in accordance with the Department's Policies and Procedures.</p>	<p><b>11.4 Scope of Work</b></p> <p>The scope of work includes, <u>but is not limited to</u>, all of the elements of the approved W-2 Plan, in accordance with the Department's policies and procedures.</p>
	<p>None</p>	<p><b>13.4 Private Agency Board Oversight and Independence</b></p> <p><b>Private W-2 Contract Agencies must demonstrate adequate Board oversight and independence to operate the W-2 Program. The private W-2 Contract Agency must: have written by-laws that are updated as needed; have a regular schedule of Board meetings; maintain minutes of all Board meetings and distribute those minutes to Board members and key agency staff and have a written policy on conflicts of interest and evidence that Board members and senior management staff have received a copy and signed it. All Board-related documentation must be available for Department review.</b></p> <p><b>Further, Board members must be trained in management responsibilities including financial statements and operations, accounting and auditing compliance, code of conduct, conflict of interest and monitoring of internal controls. Financial Information, including but not limited to a statement of financial position, statement of activities, comparison of actual cost versus budget and a cash flow analysis, must be presented to the board on a regular basis for review.</b></p>
<p><b>14.1 Requirements</b></p>	<p>14.1 Requirements</p> <p>The W-2 agency may subcontract for some or</p>	<p><b>14.1 Requirements</b></p> <p>The W-2 Contract Agency may subcontract for some or all of the services covered in the Contract. <b>The W-2 Contract Agency remains</b></p>

Contract section	Old language	New language
	<p>all of the services covered in the Contract.</p> <p>In order for a W-2 agency to issue payment to another agency for any service under the Contract, a subcontract reviewed by the Department's Contract Manager is required.</p> <p>Upon signing a subcontract, in accordance with the Department's Policies and Procedures, the W-2 agency must submit a copy to the Department's Contract Manager for review within fifteen (15) business days.</p> <p>The W-2 agency must provide a list of all current subcontracts to the Department's Contract Manager within ten (10) business days after each calendar quarter of the Contract Period. The list must be in accordance with the Department's Policies and Procedures.</p>	<p><b>responsible for all of the W-2 and Related Program services. Accordingly, the W-2 Contract Agency must require the subcontract entity to comply with all applicable provisions of the W-2 Contract.</b></p> <p>In order for a W-2 Contract Agency to issue payment to another agency for any service under the Contract, a subcontract reviewed <b>and approved</b> by the Department.</p> <p>Upon signing a subcontract, in accordance with the Department's policies and procedures, the W-2 Contract Agency must submit a copy to the Department's Contract Manager for review within fifteen (15) business days.</p> <p>The W-2 Contract Agency must provide a list of all current subcontracts to the Department's Regional Administrator within ten (10) business days after each calendar quarter of the Contract Period. The list must be in accordance with the Department's policies and procedures.</p>
14.3 Compliance	<p><b>14.3 Compliance</b></p> <p>The W 2 agency must comply with all subcontract requirements under the applicable state and federal laws and the Contract, including any applicable requirements in the Department's Policies and Procedures.</p>	<p><b>14.3 Compliance</b></p> <p>The W-2 Contract Agency must comply with all subcontract requirements under the applicable state and federal laws and the Contract, including any applicable requirements in the Department's policies and procedures. <b>This includes, but is not limited to, prohibitions of employees from business dealings with subcontractor organizations.</b></p>
14.9 – Subcontract Audits Responsibility	None	<p><b>14.9 Subcontract Audits</b></p> <p><b>Subcontractors that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. Unless waived by the Department, subcontractors that expend less than \$500,000 in a year in federal awards, but more than \$25,000 in Department funds shall have a limited scope audit as provided for in Subpart B, Section 230 (b) (2) or OMB Circular A-133. These limited scope audits shall consist of agreed-upon procedures engagements conducted in accordance with either the American Institute of Certified Public Accountants' (AICPA) generally accepted auditing standards or attestation standards, that are paid for and arranged by the W-2 Contract Agency and address only the following types of compliance requirements relative to the W-2 program: activities allowed or unallowed; allowable costs/cost principles; eligibility and reporting.</b></p> <p><b>The W-2 Contract Agency shall obtain, review and resolve subcontractor audits in accordance with OMB Circular A-133. Any costs disallowed under the subcontractor audits will be recovered by the W-2 Contract Agency.</b></p>

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14.10 Subcontract Monitoring	None	<p><b>14.10 Subcontractor Monitoring</b></p> <p><b>The W-2 Contract Agency is responsible for monitoring performance, compliance and costs claimed of all subcontractors. These monitoring efforts will be documented and shall include on-site visits, at least annually. Any cost disallowed as a result of subcontractor monitoring will be recovered by the W-2 Contract Agency.</b></p>
15. Records 15.1 Maintenance	<p>15.1 Maintenance</p> <p>The W 2 agency shall comply with the records, reporting and monitoring requirements of the Department's Policies and Procedures. The W 2 agency shall maintain such records, reports, evaluations, financial statements and necessary evidence of accounting procedures and practices to document the funding received and disbursements made under the Contract. The W 2 agency shall provide information in a form and manner prescribed by the Department, including but not limited to, using the CARES system and/or other systems designated by the Department.</p>	<p><b>15.1 Maintenance</b></p> <p>The W-2 Contract Agency shall comply with the records, reporting and monitoring requirements of the Department's policies and procedures. The W-2 Contract 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 the Contract. The W-2 Contract Agency shall provide information in a form and manner prescribed by the Department, including but not limited to, using the CARES system and/or other systems designated by the Department.</p> <p><b>Financial records must be maintained in accordance with Generally Accepted Accounting Principles (GAAP). This includes, but is not limited to, developing consolidated financial statements with standardized chart of accounts, standard elimination worksheets, a standard reporting package, monthly reconciliation of accounts and posting to the general ledger with appropriate documentation and internal control procedures. W-2 Contract Agencies shall maintain short-term cash flow projections of thirty (30), sixty (60) and ninety (90) day increments for salary, contractor, consultant, lease and other costs and shall align expenditures with revenue on thirty (30), sixty (60) and ninety (90) day increments.</b></p>
17.2 Monitoring 17.2.1 Monitoring Reviews	<p><b>17.2.1 Monitoring Reviews</b></p> <p>The Department will conduct monitoring reviews of the W-2 agency.</p>	<p><b>17.2.1 Contract Compliance</b></p> <p><b>The Department will monitor the W-2 Contract Agency for its compliance, inclusive of any aspect of the W-2 program, including but not limited to, the contract, financial requirements, administrative requirements, policy and program requirements, civil rights requirements, training requirements, requirements to prevent racial, ethnic or other disparities in program operation, as may be necessary to determine the quality and effectiveness of the W-2 Contract Agency's performance as a service provider.</b></p>
17.2.2 Corrective Action Plan	<p><b>17.2.2 Corrective Action Plan</b></p> <p>Based on the results of each monitoring review, the Department will notify the W-2 agency of items which require a Corrective Action Plan and the time allowed, which shall be no less than ten (10) business days, and no more than thirty (30) calendar days, or longer if pre approved by the Department, to implement the Corrective Action Plan.</p>	<p><b>17.2.2 Annual Reviews</b></p> <p><b>The Department will conduct monitoring reviews of the W-2 Contract Agency at least annually. The purpose of the review shall be to determine if the W-2 Contract Agency is meeting the Performance Standards, projected outcomes and other program expectations, per Contract section 17.2.1, and whether the Department shall take an action under Contract sections 16 (On-site Visits), 17 (Records of Contract Compliance Issues, Monitoring, and Corrective Action), 18 (Failure Penalty), or 20 (Termination) or any other provision of the Contract. Contracts for W-2 Contract Agencies that do not meet the annual</b></p>

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		performance review benchmarks may be terminated. (See Contract sections 20.7, Replacement of W-2 Contract Agencies after a Contract Termination.)
17.2.3 Failure	<p><b>17.2.3 Failure</b>            If the W-2 agency fails to fully implement substantial required Corrective Action(s), the Department may revoke the W-2 agency's Right of First Selection status. (See Performance Standards for the 2004 2005 W-2 and Related Programs Contract, Appendix B to the Contract.)</p>	<p><b>17.2.3 Financial Monitoring</b>            The W-2 Contract Agency must provide financial information as required by the Department. Such information includes, but is not limited to, staff salary and incentives, severance pay, FTE counts, rent amounts, audit adjusting entries, audit bid and actual audit costs, summary of experience and qualifications of external audit staff conducting the Single Audit, minimum experience and qualifications of staff responsible for approval of transactions, conflict of interest relationships, and related party transactions.</p>
	None	<p><b>17.2.4 Use of Tester for Monitoring</b>            DWD will utilize testers, on a random and anonymous basis, as a part of its program to monitor the compliance of the W-2 Contract Agency with its duties under the Contract, including but not limited to initial requests for assistance, assessments, program and civil rights compliance.</p>
	Had been 17.2.2	<p><b>17.2.5 Corrective Action Plan</b>            Based on the results of each monitoring review, the Department will notify the W-2 Contract Agency of items which require a Corrective Action Plan and the time allowed, which shall be no less than ten (10) business days, and no more than thirty (30) calendar days, or longer if pre approved by the Department, to implement the Corrective Action Plan.</p>
	Similar to 17.2.3	<p><b>17.2.6 Failure</b>            If the W-2 Contract Agency fails to fully implement substantial required Corrective Action(s), the Department may take action under Contract section 20.2 to terminate the Contract or revoke the W-2 Contract Agency's Right of First Selection status. (See Contract section 20.)</p>
17.3.3 Failure	<p><b>17.3.3 Failure</b>            A failure by the W 2 agency to submit an approvable Corrective Action Plan or a failure by the W 2 agency to fully implement the approved Corrective Action Plan within ten (10) business days of approval of the Corrective Action Plan by the Department shall constitute Uncorrected Nonperformance under the Contract and may be cause for termination of the Contract. If the W-2 agency fails to fully implement substantial required Corrective Action(s), the Department may revoke the W-2 agency's Right of First Selection status. (See Performance Standards for the 2004-2005 W-2 and Related Programs Contract, Appendix B to the Contract.)</p>	<p><b>17.3.3 Failure</b>            A failure by the W-2 Contract Agency to submit an approvable Corrective Action Plan or a failure by the W-2 Contract Agency to fully implement the approved Corrective Action Plan within ten (10) business days of approval of the Corrective Action Plan by the Department shall constitute Uncorrected Nonperformance under the Contract and may be cause for termination of the Contract. If the W-2 Contract Agency fails to fully implement substantial required Corrective Action(s), the Department may revoke the W-2 Contract Agency's Right of First Selection status. (See Contract section 20.)</p> <p><b>(Removed the reference to the Performance Standards – as Contract Compliance is outside of the Performance Standards.)</b></p>

<b>Contract section</b>	<b>Old language</b>	<b>New language</b>
18.3 Penalty Amounts	<p><b>18.3 Penalty Amounts</b></p> <p>If the W-2 agency knowingly denies or refuses services; fails to provide necessary services to W-2 applicants or W-2 participants; fails to monitor the W-2 agency's operation of the W-2 program; engages in a pattern of failure to provide necessary accommodations required for persons with disabilities to access services; fails to provide timely follow up and correction of underpayments on inappropriate sanctions; fails to correct a pattern of non-response to telephone contacts; fails to timely respond to written contact from a W-2 applicant or W-2 participant; does not provide publicly advertised W-2 services in terms of location, hours, or staff availability; or fails to implement the W-2 and Related Programs or operations requirements; and the W-2 agency knew or should have known that this was not in compliance with a Contract requirement, the Parties hereby agree that damages will be difficult to calculate. Accordingly, upon a finding of failure, liquidated damages may be assessed in the amount of Five Thousand Dollars (\$5,000) per failure, or an amount determined by the Department that would not exceed Five Thousand Dollars (\$5,000) per failure. These damages shall be collected under section 26.9 of the Contract, Payment Adjustments.</p>	<p><b>18.3 Penalty Amounts</b></p> <p>If the W-2 Contract Agency fails to implement the W-2 Program, or operations requirements of the W-2 Program, the W-2 Contract Agency shall be subject to a financial penalty. If the W-2 Contract Agency denies or refuses services, or if the W-2 Contract Agency <b>fails to do any one of the following, but not limited to these examples:</b> provide necessary services to W-2 applicants or W-2 participants; <b>provide necessary accommodations for disabled persons to access all W-2 services; provide language access and cultural competent services; conduct initial and ongoing assessments, assign appropriate placements and hours in the activity,</b> maintain complete and accurate electronic and paper case files, <b>implement fact finding decisions,</b> implement the extension policy appropriately, comply with good cause policies, monitor the W-2 Contract Agency's operation of the W-2 program; <b>provide timely follow up and correction of underpayments on inappropriate sanctions, case closures, and other inappropriate adverse actions;</b> correct a pattern of non response to telephone contacts; respond timely to written contact from a W-2 applicant or W-2 participant; provide publicly advertised W-2 services in terms of location, hours, or staff availability; implement the W-2 and Related Programs or operations requirements; or <b>pay participants correct benefits,</b> and the W-2 Contract Agency knew or should have known that the failure was not in compliance with a Contract requirement, the Parties hereby agree that damages will be difficult to calculate. Accordingly, upon the Department's finding of such a failure, liquidated damages may be assessed in any amount up to Five Thousand Dollars (\$5,000) <b>per violation or per participant</b> whom the agency has failed to properly serve and/or up to Five Thousand Dollars (\$5,000) per day that the agency has failed to take the action resulting in such failure. <b>(See Contract sections 17.2.6 Failure, 17.3.3 Failure, and section 20.7 Replacement W-2 Contract Agencies after a Termination.)</b> These damages shall be collected under section 26.10 of the Contract, Payment Adjustments.</p>
20.5.3.2 Consideration of Program Needs	<p><b>20.5.3.2 Consideration of Program Needs</b></p> <p>In determining the amount of reimbursement as a component of closeout costs after termination, the Department shall consider the amount of funds that may be required to continue the administration of the W-2 program in the W-2 agency's region for the remainder of the original Contract term.</p>	Deleted all
20.5.3.3 Review of Earlier Opportunities for Plan Modification	<p><b>20.5.3.3 Review of Earlier Opportunities for Plan Modification</b></p> <p>In determining the amount of reimbursement as a component of closeout costs after termination the Department shall consider the W-2 agency's earlier opportunities to propose modifications to its Plan.</p>	Deleted all

<b>Contract section</b>	<b>Old language</b>	<b>New language</b>
20.7	None	<p><b>20.7 Replacement W-2 Contract Agencies after a Contract Termination</b></p> <p><b>20.7.1 Selection Process</b></p> <p>If, for any reason, a W-2 Contract is terminated during the Contract Period, the Department may select a replacement W-2 Contract Agency for the balance of this Contract Period by one of the following: initiating the full procurement process; selecting from the proposers that met the Department's 2006-2009 W-2 Request for Proposals requirements; or selecting from the existing W-2 Contract Agencies that are administering W-2 in another geographic area and are meeting the Department's requirements for Contract Compliance.</p> <p><b>20.7.2 Department Administration</b></p> <p>If no acceptable W-2 Contract Agency is selected for a geographic area, through the above process (Contract section 20.7.1), the Department will administer the W-2 Program in that geographic area.</p>
21.3 Income Maintenance Agencies	21.3 Income Maintenance Agencies	<p><b>21.3 Cooperation with Other Programs</b></p> <p><b>The W-2 Contract Agency shall cooperate with the income maintenance (IM) agency for its geographic area(s) in administering the joint application process for W-2, Medicaid (MA), Food Share (FS) and Child Care. This shall include providing work space for child care administration workers, any county child care eligibility workers required due to a subcontract with a county, and FS/MA workers.</b></p> <p><b>The W-2 Contract Agency shall cooperate with the tribal human service agencies, county human service agencies, housing agencies, child support offices, and corrections units, to ensure additional support for W-2 participants.</b></p>
21.4	None	<p><b>21.4 Job Center Integration</b></p> <p><b>The W-2 Contract Agency must fully integrate its delivery of W-2 and the Related Programs in the Job Center System. This integration requires co-location of W-2 employment and training services/staff where a Job Center exists in the W-2 geographic area.</b></p>
21.5	None	<p><b>21.5 Child Welfare Coordination</b></p> <p><b>The W-2 Contract Agency must comply with its approved coordination plan that was developed with the local Child Welfare agency and approved by the Department. This plan must include the following; a description of how information will be shared; a description of the joint assessment and planning process; a description of how services will be coordinated; and a statement of the roles and responsibilities of each agency.</b></p>

Contract section	Old language	New language
21.6	None	<p><b>21. 6 Coordination with Other Employment and Training</b></p> <p><b>The W-2 Contract Agency must coordinate with the Technical Colleges, with the providers of the Workforce Investment Act Adult, Dislocated Worker and Youth programs, with the providers of Refugee Employment and Training programs, and with the Division of Vocational Rehabilitation to ensure the integration of services.</b></p>
23. Cost Allocation	<p>23. Cost Allocation Requirements</p> <p>County W-2 agencies are required to comply with the Department's methods and procedures for allocating costs. County Indirect Cost Allocation Plans must be provided to the Department upon request.</p> <p>Private W-2 agencies are required to comply with the Department's policies on cost allocation, including one hundred percent (100%) time reporting. The private W-2 agency is required to submit a Cost Allocation Plan, which complies with the Department's Policies and Procedures, to the Department's Contract Manager within thirty (30) calendar days of signing the Contract and must submit any changes to the Department's Contract Manager necessary to keep the Cost Allocation Plan current and accurate within thirty (30) calendar days of the change.</p>	<p><b>23. Cost Allocation Requirements</b></p> <p>County W-2 Contract agencies are required to comply with the Department's methods and procedures for allocating costs. County Indirect Cost Allocation Plans must be provided to the Department upon request.</p> <p><b>County W-2 Contract agencies and the Department must comply with Federal Cost Allocation mandates, including county participation in the Department's Random Moment Sampling survey process. County W-2 Contract agencies must comply with Department policies and the Shared Costs and Employee Counts.</b></p> <p>Private W-2 Contract agencies are required to comply with the Department's policies on cost allocation, including one hundred percent (100%) time reporting. The private W-2 Contract Agency is required to <b>prepare and maintain an up-to-date</b> Cost Allocation Plan, which complies with the Department's policies and procedures, <b>and is</b> available to the Department's Regional Administrator, <b>upon request.</b></p>
26.1 Contract Total	<p>26.1 Contract Total</p> <p>The Contract is a reimbursement contract, meaning that a W-2 agency will be reimbursed for allowable expenses up to the Contract Total. The W-2 agency is not entitled to the Contract Total, or to any amount within a Contract subcategory, if the W-2 agency does not have allowable expenses that equal or exceed that amount.</p>	<p><b>26.1 Contract Total</b></p> <p>The Contract is a reimbursement contract, meaning that a W-2 Contract Agency will be reimbursed for allowable expenses up to the Contract Total. The W-2 Contract Agency is not entitled to the Contract Total, or to any amount within a Contract subcategory, if the W-2 Contract Agency does not have <b>fully documented and</b> allowable expenses that equal or exceed that amount.</p>
26.2 Advance Payment	<p>26.2 Advance Payments</p> <p>In accordance with the Department's Policies and Procedures, the Department will issue an advance payment equal to one twenty-fourth (1/24) of the Services/Administration allocation for up to the first three (3) months of the Contract Period.</p>	<p><b>26.2 Advance Payments</b></p> <p>In accordance with the Department's policies and procedures, the Department will issue an advance payment equal to one twenty-fourth (1/24) <b>of the total of the Services and Administration allocations, unless waived (see Contract section 38 e)by the W-2 Contract Agency, for up to the first two (2) months of each two (2) year funding period under the four (4) year Contract Period.</b></p>
26.3 Recovery of Advance Payments	26.3 Recovery of Advance Payments	<b>26.3 Recovery of Advance Payments</b>

Contract section	Old language	New language
	The Department will collect the advance payments in accordance with the Department's Policies and Procedures.	The recovery of advance payments will occur during the last two (2) reimbursements months in each two (2) year funding period or at the time when the W-2 Contract Agency's reported expenditures equal or exceed its current allocation less the advances on that allocation. The Department reserves the right to begin recovery of advance payments (also known as Take Back) prior to that which is stated above if a W-2 Contract Agency is underspending its allocation and full recovery would not be possible in only two (2) months worth of reimbursements. In the event of a termination of the Contract, the W-2 Contract Agency terminating or being terminated will be put on one hundred percent (100%) Take Back. With one hundred percent (100%) Take Back, the W-2 Contract Agency will not receive any additional reimbursements until the advance payments have been recovered.
26.4 Reimbursement Claim	<p><b>26.4 Reimbursement Claim</b></p> <p>The W-2 agency's reimbursement claim for January 2004 expenses must be filed on or before the last day of February 2004, will be processed in March 2004, and the Department will issue payment in April 2004. Thereafter, the W-2 agency's expenses must 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 the Contract.</p>	<p><b>26.4 Expenditure Report</b></p> <p>The W-2 Contract Agency's Expenditure Report for January 2006 must be filed on or before <b>4:30 pm Central Time (CT) February 25, 2006</b>. The Department will issue payment through Direct Deposit to the <b>Agency's designated Bank Account by March 5, 2006</b>. Thereafter, the W-2 Contract Agency's expenses must be <b>filed on or before 4:30 pm CT on the 25th day of the month following the month</b> for which reimbursement is claimed. The Expenditure Report will be processed and paid by the <b>fifth day of the month following submission, subject to reduction, recovery, and reimbursement as provided in the Contract. If either the 5th or the 25th calendar day of the month falls on a non-business date, as determined by the State business calendar, the report or the payment will be due on the next business day.</b></p> <p><b>The Department will not pay Expenditure Reports that are incomplete. Expenditure Reports that do not contain all required information, including informational and accrual reporting lines, will be returned to the W-2 Contract Agency to be completed and resubmitted. Resubmitted claims will not be paid until the next regular payment date.</b></p>
New # needed	None	<p><b>26.5 Funding Adjustment within the Base Allocation</b></p> <p>W-2 Contract Agencies may request to transfer funding between Services and Benefits or transfer funding from Administration to Services and/or Benefits once each calendar quarter.</p>
26.6 Expense Reporting	<p><b>26.6 Expense Reporting</b></p> <p>The Department will not reimburse expenses incurred within the Contract Period, but reported more than ninety (90) calendar days after the end of the Contract Period unless an extension to the reporting period has been granted by the Department.</p>	<p><b>26.7 Expense Reporting</b></p> <p>The Department will not reimburse expenses incurred within each two-year funding period, but reported more than ninety (90) calendar days after the end of each two-year funding period of the Contract Period, unless an extension to the reporting due date has been granted by the Department. The 2006-07 Allocations are not available for expenses incurred after <b>December 31, 2007</b>.</p>
	<b>26.7.1 Allowable Expenses</b>	<b>26.8.1 Allowable Expenses</b>

Contract section	Old language	New language
	Expenses submitted under the Contract must be allowable, which includes being reasonable, appropriate, and necessary for the delivery of program services under the Contract. The Department's Policies and Procedures regarding prior approval for certain expenses must be followed for an expense covered by the Department's Policies and Procedures to be allowable.	Expenses submitted under the Contract must be <b>fully documented and</b> allowable, which includes being reasonable, appropriate, and necessary for the delivery of program services under the Contract. The Department's policies and procedures regarding prior approval for certain expenses must be followed for an expense covered by the Department's policies and procedures to be allowable.
26.7.4 Consistent with Cost Allocation	26.7.4 Consistent with Cost Allocation  Expenses submitted under the Contract must be consistent with the Department's Policies and Procedures for Cost Allocation.	<b>26.8.4 Consistent with Cost Allocation</b>  Expenses submitted under the Contract must be consistent with the Department's policies and procedures for <b>Agency Cost Allocation, Federal Cost Allocation and Random Moment Sampling.</b>
26.7.6	None	<b>26.8.6 Informational Reporting</b>  <b>26.8.6.1 Selected Costs</b>  <b>The W-2 Contract Agency must report its costs for advertising/promotion, legal, rent, telecommunication, fraud prevention, fraud investigation and any other costs as provided for in the Information Section of the Expenditure Report form. These line codes will be used to obtain information needed for Department monitoring purposes. These expenses are reimbursed by their inclusion within the broader expense categories in the reimbursable section of the Expenditure Report form.</b>  <b>26.8.6.2 Accruals</b>  <b>W-2 Contract Agencies must identify and report their accrued administration and service expenditures in the accrual section of the Expenditure Report for the month they are reporting on. For example, the January report due February 25 would contain the paid January expenditures in the reimbursement section of the Expenditure Report and the accrued January expenditures in the accrual section of the Expenditure Report. Accrued expenditures are costs incurred but not yet paid by the W-2 Contract Agency.</b>
26.7.7	None	<b>26.8.7 Spending Caps for Selected W-2 Costs</b>  <b>The maximum spending limits for advertising/promotional costs, telecommunication costs and legal services under this contract are contained in Appendix D, Spending Caps. The W-2 Contract Agency shall not exceed these limits unless it receives prior written approval from the Department.</b>  <b>The Department reserves the right to impose additional caps and/or revise</b>

Contract section	Old language	New language
		<b>the caps at any time during the Contract Period. Such revisions would not be retroactive.</b>
26.8 Administration Costs	<p>26.6 Administration Costs</p> <p>Expenses for administration of W-2 and Related Programs, including agency management, support and overhead ("AMSO") and other expenses as identified in the Department's Policies and Procedures may not exceed fifteen percent (15%) for "balance of state" W-2 agencies and twelve percent (12%) for Milwaukee W-2 agencies of the total reported expenses as identified on the Department's payment system.</p>	<p><b>26.9 Administration Costs</b></p> <p>Expenses for administration of W-2 and Related Programs, including agency management, support and overhead ("AMSO") and other expenses as identified in the Department's policies and procedures, are limited to a percentage of <b>the W-2 Contract Agency's total reported expenses as identified on the Department's payment system.</b></p> <p><b>The contract limits for administration are as follows:</b></p> <p><b>Fifteen percent (15%) for a Balance of State W-2 Contract Agency;</b></p> <p><b>Twelve percent (12%) for a Milwaukee Job Development and Placement Agency;</b></p> <p><b>Ten percent (10%) for a Milwaukee Case Management Agency; and</b></p> <p><b>Ten percent (10%) for the Milwaukee SSI/SSDI Advocacy Agency</b></p>
26.10 Early Spending with Approved Transition Plan	<p>26.10 Early Spending with Approved Transition Plan</p> <p>If the W-2 agency is making a transition into a geographic area that was previously served by a different W-2 agency, the W-2 agency may receive reimbursement for funds spent before January 1, 2004 to the extent that the funds are spent after the Department has approved the W-2 agency's transition plan and the item(s) is approved for early spending.</p>	<p><b>26.11 Early Spending with Approved Transition Plan</b></p> <p>If the W-2 Contract Agency is making a transition into a geographic area that was previously served by a different W-2 Contract Agency, the W-2 Contract Agency may receive reimbursement for funds spent before <b>the beginning date of the Contract</b> to the extent that the funds are spent after the Department has approved the W-2 Contract Agency's transition plan and the item(s) is approved for early spending.</p>
	<p>Deleted "26.11 Consortium Incentive Funds</p> <p>The Department may approve additional funding, in accordance with Department Policies and Procedures and to the extent that funds are available for W-2 agencies that enter into consortium agreements."</p>	
26.13	<p>Deleted "Payment Procedure for the Remainder of the Contract Term"</p> <p>26.13.1 W-2 Agency Modified Plan</p> <p>The modified Plan of the W-2 agency for the remainder of the 2004-2005 Contract Term shall be based upon the amount of funds allocated to the W-2 agency for that period.</p> <p>26.13.2 Payment Monitoring</p> <p>The Department shall monitor the payments made and expenses incurred by the W-2 Agency, as necessary to track the W-2 agency's compliance with its modified Plan.</p>	

Contract section	Old language	New language
	<p>26.13.3 Plan Modifications The Department shall initiate further modifications to the W-2 agency's plan if monitoring under this section shows that further modifications are necessary to keep the costs of the W-2 agency's Plan within the amount of funds allocated to the W-2 agency for the remainder of the 2--4-2005 Contract Term."</p>	
<p>27. Audit and Audit Liabilities</p>	<p><b>27.1 Annual Audit</b></p> <p>The W-2 agency agrees to provide an annual audit in compliance with the Department's Policies and Procedures including all relevant provisions of the Department's "Wisconsin Works (W-2) Financial Management Manual," "Provider Agency Audit Guide" and "state Single Audit Guidelines." At the direction of the Department, the W-2 agency must expand the scope of its annual audit to address areas of concern identified by the Department.</p>	<p><b>27.1 Annual Audit</b></p> <p>The W-2 Contract Agency agrees to provide an annual audit in compliance with the Department's policies and procedures including all relevant provisions of the Department's "Wisconsin Works (W-2) Financial Management Manual," the "Provider Agency Audit Guide" and the "State Single Audit Guidelines." The Department may require that the W-2 Contract Agency must <b>gain approval of the audit firm to be used for the audit.</b> At the direction of the Department, the W-2 Contract Agency must expand the scope of its annual audit to address areas of concern identified by the Department.</p> <p><b>Audits of private W-2 Contract Agencies are due six (6) months after the end of each W-2 Contract Agency's fiscal year, unless an extension is granted by the Department. County audits are due nine (9) months after the end of each county's fiscal year unless an extension is granted by the Department of Health and Family Services. All W-2 findings must be resolved within one hundred and eighty (180) days of the receipt of the audit by the Department. Failure to submit the audit timely, or to resolve audit findings in a timely manner, may result in the withholding of reimbursement payments and/or imposition of failure penalties of up to \$5,000 per day.</b></p>
<p>28. Performance Bonuses section</p>	<p><b>28. Performance Bonuses</b></p> <p>If Performance Bonus funding becomes available for this Contract, the allocation methodology for bonus calculations will be issued. (See Performance Standards for the 2004-2005 Wisconsin Works (W-2) and Related Programs Contract, Appendix B to the Contract.)</p> <p><b>28.1 Measurement</b></p> <p>All performance criteria will be measured based on the data for the twenty-four (24) month Contract Period unless otherwise specified in the Department's document titled Performance Standards for the 2004-2005 W-2 and Related Programs Contract, Appendix B to the Contract, which is incorporated by reference into the Contract.</p> <p><b>28.2 Timeframe</b></p> <p>The Performance Bonus calculations, if any, by the</p>	<p><b>deleted</b></p>

<b>Contract section</b>	<b>Old language</b>	<b>New language</b>
	Department will occur within three (3) months after July 31, 2006, which is the Department's financial close-out of the Contract or within three (3) months after the enactment of the 2006-2007 Biennial Budget Act, whichever is later.	
		<b>Numbering is different from here to the end due to the deleted section</b>
38. Insurance Responsibility	<p><b>38. Insurance Responsibility</b></p> <p>The W-2 agency and any subcontractors performing services for the State of Wisconsin shall:</p> <p>a) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work;</p> <p>b) Maintain worker's compensation insurance, as required by Wisconsin Statutes, for participants in Community Service Job ("CSJ"), Wisconsin Works Transition positions, and Food Stamp Employment and Training work experience and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work; and</p> <p>c) Maintain commercial liability, bodily injury and property damage insurance against any claim(s) that might occur in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.</p> <p>d) A county is not required to carry insurance coverage under this provision to the extent that its employees are covered by a self-insurance program under sec. 895.46, Wis. Stats.</p>	<p><b>37. Insurance Responsibility</b></p> <p><b>37.1 Worker's Compensation</b></p> <p>The W-2 Contract Agency and any subcontractors performing services for the State of Wisconsin shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work and for all participants in Community Service Job ("CSJ"), Wisconsin Works Transition positions, and Food Share Employment and Training work experience and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work.</p> <p><b>37.2 Other Insurance</b></p> <p>The W-2 Contract Agency shall maintain commercial liability, bodily injury and property damage insurance against any claim(s) that might occur in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.</p> <p>A county is not required to carry insurance coverage under this provision to the extent that its employees are covered by a self-insurance program under sec. 895.46, Wis. Stats.</p> <p><b>37.3 Bonding</b></p> <p><b>Private W-2 Contract Agencies that do not waive the receipt of advance payments under Contract section 26.2 shall maintain a bond or alternative acceptable to the Department, equal to one twenty-fourth (1/24) of the Services and Administration allocations for the two (2) year funding period. The private W-2 Contract Agency shall submit evidence of the bond or alternative when requested by the Department.</b></p>

Contract section	Old language	New language
47. Applicable Law	<p>47. Applicable Law</p> <p>The Contract shall be governed under the laws of the State of Wisconsin. The W-2 agency shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of the Contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred vendor or a vendor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.</p>	<p><b>46. Applicable Law</b></p> <p>The Contract shall be governed under the laws of the State of Wisconsin. The W-2 Contract Agency shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of the Contract and which in any manner affect the work or its conduct. The State of Wisconsin <b>will</b> cancel any contract with a federally debarred <b>agency</b> or an <b>agency</b> which is presently identified on the list of parties excluded from federal procurement and non procurement contracts. No reimbursement is allowed from the date of <b>an agency's</b> debarment.</p>
55.1 Forms Incorporated into the Contract	<p>55. Documents and Changes Incorporated into the Contract</p> <p>55.1 Forms Incorporated into the Contract</p> <p>The following forms, as completed by the W-2 agency and approved by the Department, are incorporated by reference into the Contract:</p> <p>Agency Identification – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <ul style="list-style-type: none"> <li>• Cost Proposal – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</li> <li>• Proposer Agency References – required for RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal);</li> <li>• Affidavit of Fair Competition – required for RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal);</li> <li>• Designation of Confidential and Proprietary Information – optional (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</li> <li>• Minority Business Preference – if applicable,</li> </ul>	<p><b>54. Documents and Changes Incorporated into the Contract</b></p> <p><b>54.1 Forms Incorporated into the Contract</b></p> <p>The following forms, as completed by the W-2 Contract Agency and approved by the Department, are incorporated by reference into the Contract:</p> <p>Agency Identification – required (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <p><b>Milwaukee Agency Submittal (Form 1A) – required for all Milwaukee W-2 Contract Agencies (supplied by the agency with the RFP W-2 Proposal);</b></p> <p><b>Request for Consortium Formation (Form 1B) – if applicable, (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</b></p> <p><b>2006-2007 Base Contract Budget – required (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</b></p> <p>Proposer Agency References – required for RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal);</p> <p>Affidavit of Fair Competition – required for RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal);</p>

Contract section	Old language	New language
	<p>(supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <ul style="list-style-type: none"> <li>• Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</li> <li>• Lobbying – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</li> <li>• Disclosure of Lobbying Activities - required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal); and</li> <li>• Confidentiality Acknowledgement form – optional for the RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal).</li> </ul>	<p>Designation of Confidential and Proprietary Information – optional (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <p>Minority Business Preference – if applicable, (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <p>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions – required (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <p>Lobbying – required (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <p>Disclosure of Lobbying Activities - required (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);</p> <p>Confidentiality Acknowledgement form – optional for the RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal); and</p> <p><b>W-2 Program Guarantees – required (supplied by the W-2 Contract Agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal.</b></p> <p><b>Attachment A - Advance Payment Options</b></p> <p><b>Attachment B - Worker's Compensation</b></p>
55.3.1 Appendices	<p>55.3 Documents Incorporated into the Contract</p> <p>55.3.1 Appendices</p> <p>The following documents attached to the Contract, as Appendices, are incorporated by reference into the Contract:</p> <p>Appendix A: Allocations for the 2004-2005 W-2 and Related Programs Contract (replaces RFP and RFS Instructions Appendix A);</p> <p>Appendix B: Performance Standards for the 2004-</p>	<p><b>54.3 Documents Incorporated into the Contract</b></p> <p><b>54.3.1 Appendices</b></p> <p>The following documents attached to the Contract, as Appendices, are incorporated by reference into the Contract:</p> <p><b>Appendix A: Allocations for the 2006-2007 W-2 and Related Programs Contract (replaces RFP and RFS Re-contracting Instructions Appendix A);</b></p> <p><b>Appendix B: Information Map for 2006-2009 Contract, Performance</b></p>

<b>Contract section</b>	<b>Old language</b>	<b>New language</b>
	2005 W-2 and Related Programs Contract (replaces RFP and RFS Instructions Appendix B); and Appendix C: Definitions and Acronyms for the 2004-2005 W-2 and Related Programs Contract.	<b>Standards for the 2006-2009 W-2 and Related Programs Contract (replaces RFP and RFS Re-contracting Instructions Appendix B);</b> <b>Appendix C: Incentive Earnings for the 2006-2009 W-2 and Related Programs Contract;</b> <b>Appendix D: Spending Caps; and</b> <b>Appendix E: Definitions for the 2006-2009 W-2 and Related Programs Contract (replaces RFP and RFS Re-contracting Instructions Appendix G).</b>
55.3.3	none	Added <b>55. Office of Management and Budget (OMB) Circulars</b>  <b>The W-2 Contract Agency must comply with all requirements under the applicable OMB Circulars. In addition, this Contract extends the application of OMB Circulars A-110, A-122 and A-133 to for-profit entities for the costs claimed under the W-2 program."</b>