

Contract Exhibit 1
SCOPE OF SERVICES
FOR THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS

The Department and the CSA are directed by Wisconsin Statutes section 59.53(5) 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 Wis. Stat. §. 49.22. In consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the Contractor agree as follows:

1.0 Definitions

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

1.01 County Contract Committee

The County Contract Committee is a subcommittee of the members of the child support Policy Advisory Committee (PAC) that serves to advise the Department on matters relating to child support incentive payments. Contract amendments must be made in consultation with the County Contract Committee.

1.02 Child Support Attorney

Child Support Attorney means the attorney under Wis. Stat. § 59.53 (6) employed by or Contracted by the County board to provide support enforcement services specified under this Contract on behalf of the Department.

1.03 IV-D Program

The Wisconsin program that provides child, spousal and medical support services, and paternity establishment services to parents and other custodians pursuant to 45 CFR 300 series, Wis. Stat. §. 49.22 and Wis. Stat. §. 59.53 (5).

1.04 Policy Advisory Committee (PAC)

The Child Support Policy Advisory Committee is a group made up largely of Child Support Agency (CSA) directors to provide input to the Division of Family and Economic Security (DFES) Administrator on matters relating to child support.

1.05 Participant

This means a IV-D case participant.

1.06 State Disbursement Unit (SDU)

This unit is responsible for the centralized receipt and disbursement of child support and other support-related payments. The SDU includes the activities and staff at the Wisconsin Support Collections Trust Fund (WI SCTF) located in Milwaukee. The State of Wisconsin currently contracts with a private vendor for SDU operations.

2.0 CSA's Duties and Responsibilities

The Department notes that County child support agencies largely rely upon state funding, federal match on State funding and federal performance incentives to operate the child support program for the State of Wisconsin. This funding is allocated to the Counties to support the agencies providing basic child support services for all families and rewards both high performing counties and those counties that improve from the prior year. The CSA shall:

2.01 General Requirements

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 Wis.Stats. §. 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. The CSA agrees that the functions performed and services provided or purchased by the CSA, as specified in this Contract, shall be performed in accordance with statutes and rules stated above and the Department's Administrator's Memo Series, the Child Support Bulletins, the Bureau of Child Support Letters, the Wisconsin Child Support Policy Manual, the Wisconsin Child Support Forms and Documents Manual, the Wisconsin Child Support Report Manual, and the CS Partner Resources Page, State and Federal corrective action plans, and other audits and compliance reviews as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

2.02 Provide Services

Provide all appropriate child, spousal, and medical support services, and paternity establishment services to all cases appropriately referred from public assistance programs under Wis. Stat. §. 49.145, Wis. Stat. §. 49.19, and Wis. Stat. §. 49.45 including Kinship Care (Wis. Stat. §. 48.57(3m)), Wisconsin Works (Wis. Stat. §. 49.141), Work Experience for Non-custodial Parents (Wis. Stat. §. 49.36), Medical Assistance Wis. Stat. §.49.45 and to all cases involving other eligible individuals who apply for IV-D services.

Child and spousal support, and paternity establishment services include but are not limited to case intake and assessment, establishment of paternity, location of absent parents, establishment of enforceable child support and related spousal support obligations, enforcement of payment of child support and related spousal support obligations, and/or establishment and enforcement of medical support obligations. Establishment and enforcement of medical support obligations includes (1) the establishment of appropriate orders for health insurance coverage provided by parents and enforcement of said orders and (2) the establishment and enforcement of appropriate orders to recover birth costs.

2.02.1 Provide Customer Service

Provide customer service by responding to inquiries from IV-D participants, including those inquiries related to centralized child support services. The CSA shall respond to participant inquiries and complaints referred from the Department according to the standards established in the CSA's Customer Service and Administrative Complaint Process Plans.

2.02.2 Establish Administrative Complaint/Fact Finding Process

Establish an Administrative Complaint Process to respond to participant complaints and maintain a file of all administrative complaints received and the written determinations issued by the fact finder.

2.02.3 CSA Budget

CSA will submit the annual budget to the Child Support (CS) Regional Coordinator by March 31 of each year. The budget will include the projected expenditures for the child support agency and the projected child support expenditures for each cooperative agency.

2.02.4 Respond to BCS Non-IV-D Receipt and Disbursement (R&D) Fee Inquiries

The CSA shall respond to inquiries from BCS related to non-IV-D R&D Fee administrative reviews.

2.02.5 Continuation of Services and Unexpected Closure

The CSA shall provide services as outlined in Section 2.02 of this Scope of Services continuously during the length of this contract. If the CSA is required to close its office unexpectedly and is unable to provide said services for longer than two workdays, the CSA shall notify BCS immediately and make plans for coverage to ensure, at a minimum, continuation of administrative services. Coverage can be accomplished by an agreement with a neighboring child support agency wherein the neighboring agency will provide required services as outlined in Section 2.02. BCS shall be notified of all plans for coverage of services.

2.03 Hold Harmless

If the CSA is of the opinion that any directive of the Department conflicts with a mandate contained in a Federal statute or regulation, communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the CSA complies with the Department's decision, the CSA 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 to the Contract shall be responsible for matters within that party's authority and control.

2.04 Cooperative Agreements

Establish and maintain written cooperative agreements between the CSA and other County officials who have a statutory obligation pursuant to Wis. Stat. §. 59.53(5), to cooperate with the Department and agency as necessary to provide services required under the IV-D Program in compliance with this Contract.

2.04.1 Information Exchange

Ensure that cooperating agencies have available all information necessary to perform the task under the cooperative agreement, comply with State and Federal confidentiality requirements by safeguarding the confidentiality of IRS information and other confidential information, and use said information exclusively for authorized purposes.

2.04.2 Subcontracting Provisions in Cooperative Agreements

The Subcontracting provisions in Section V of this Base Contract are not applicable to Cooperative Agreements entered into by County Child Support Agencies pursuant to 45 CFR 302.34 and 303.107.

2.05 Purchase of Services Agreements

As necessary, the County may enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The determination that the amounts are reasonable and necessary must be fully documented in the IV-D CSA records. Support enforcement services, which may be purchased, are those for which Federal financial participation (FFP) is available under the IV-D regulations.

Copies of Specialized Service Contracts or other inter-County agreements to provide child support services, must be submitted to the CS Regional Coordinator within 30 days after the agreement is signed by the Counties.

2.06 Notify DCF Legal Counsel of Appeals

Notify DCF legal counsel in a timely manner of any IV-D case that is appealed to the Court of Appeals or the Supreme Court.

2.07 Internet Access

Have and maintain access to the Internet for all the CSA caseworkers.

2.08 Cooperation with Other Agencies

In administering the child support program, cooperate with County, tribal, and State agencies managing or operating public assistance programs.

2.08.1. Cooperation with Tribal IV-D Agencies

Pursuant to the Memorandums of Understanding for case transfers that the Department has with the Wisconsin Tribal IV-D agencies and pursuant to Wis. Stat. § 801.54(2m), the County shall work cooperatively with the Tribal IV-D agencies to transfer cases to tribal court when appropriate and as determined by the Memorandums of Understanding. The County shall make diligent efforts to transfer appropriate cases in a timely manner and shall not cause unreasonable delays.

2.09 Kids Information Data System (KIDS)

Work cooperatively with the Department to ensure the efficient and effective operation of KIDS by identifying and reporting system deficiencies and operational problems.

2.10 Maintain KIDS Financial Records

Maintain and update KIDS financial information including the following:

2.10.1 Enter Court Order and Balance Information

Enter court order, account balance information in a timely manner, and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the State statute and Federal distribution hierarchy.

2.10.2 Receipt and Disbursement (R&D) Fee Adjustments

Perform adjustments to receipt and disbursement fees in accordance with the Department's policies and procedures.

2.11 Failure to Maintain KIDS Financial Records

The CSA shall be responsible for court -ordered reimbursement to case participants when the reimbursement is caused by the failure of the CSA to maintain proper KIDS financial records.

2.12 Reimbursement for Failure to Follow Policy

The CSA shall be responsible for reimbursement to case participants when the reimbursement is caused solely by the failure of the CSA to follow State statute, DCF written policy directives, or published IV-D directives that are communicated appropriately and timely to the CSA by the Department. In the event of a dispute, the CSA may follow the Dispute Resolution process.

2.13 Collections and Receipts

Child support agencies must direct or forward all child support payments or related payments received to the WI SCTF as soon as possible; not to exceed five (5) business days. The WI SCTF will post the payments into KIDS within two (2) business days. The State Disbursement Unit is authorized to receipt, and deposit support-related collections made payable to the County.

2.14 Correspondence Liaison

Assist the Department in providing a timely response to program participant correspondence by designating the CSA director or an individual designated by the director as the correspondence liaison.

2.15 Confidentiality of Records

Comply with the applicable Federal and State laws and Department regulations concerning confidentiality of participants and case records including records maintained on KIDS. In addition to the KIDS program, BCS acts as an agent for CSAs to arrange for and/or provide access to information resources from other State, Federal or private providers, for example, Wisconsin Circuit Court Automation (WCCA) via CCAP; Vital Records Birth Query, Department of Transportation Vehicle Inquiry, the Office of Child Support Enforcement's Child Support Portal (CSP), and CLEAR. The agency agrees that its staff will use these or any other similar additional resources BCS provides or arranges only for the purposes of administration of the child support program and will treat all information obtained from these sources as confidential child support program information.

2.16 IRS Contract Language for General Services

The Contractor agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103 and IRC 7213). The required IRS Contract language for ensuring the confidentiality of IRS information is stated below.

The State will continue to provide Child Support Bulletins or similar guidance to CSAs, which communicate basic requirements and updates from the IRS for the confidentiality of Federal Tax Information.

2.16.1 Performance

For purposes of this section, the term "Contractor" means County child support agency (CSA).

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an employee of the Contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(6) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

2.16.2 Criminal and Civil Sanctions

(1) Each employee to whom returns or return information is or may be disclosed shall be notified in writing that returns or return information disclosed to such employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. The Contractor shall also notify each such employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each employee to whom returns or return information is or may be disclosed shall be notified in writing that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The Contractor shall also notify each employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the

Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractor employees should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor employee should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

2.16.3 Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

2.17 Bonding

In accordance with 45 CFR 302.19, State IV-D programs are required to ensure that every person who has *access to or control over funds* collected under the program, be covered by a bond against loss resulting from employee dishonesty. Any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections, must be bonded. Even though CSAs no longer receipt and disburse funds, bonding is required due to the ability to access funds in KIDS through financial adjustments.

Counties must have a minimum bonding amount of \$30,000 per employee for all employees tasked with the collection, management or disbursement of funds associated with the Child Support program. DCF has determined this amount sufficient to cover employee dishonesty. Counties that do not have a bonding policy in place may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the County for losses of support collections from the State's IV-D program.

DCF will not collect bonding information for individual agencies. All bonding information must be maintained by the agency and is subject to the State Single Audit Guidelines (SSAG).

2.18 Agreements with Department of Workforce Development, Division of Unemployment Insurance

Either the CSA or the county shall execute an agreement with the Department of Workforce Development, Division of Unemployment Insurance governing the use and disclosure of Unemployment Insurance data.

2.19 Child Support Professional Training

All child support agency staff shall annually complete a training for child support professionals not to exceed 4 hours that is approved and provided by DCF. The training shall focus on effective customer service delivery to diverse participants and will include specific training on unintended bias and cultural competence.

2.20 CSA Telework

CSAs that permit staff to telework must create a written policy outlining the requirements imposed by IRS Publication 1075 for staff who have access to FTI at a remote worksite. DCF will issue a child support bulletin providing guidance and will provide a copy of DCF's FTI teleworking policy.

The policy shall also outline how the CSA will monitor staff and ensure staff are following those requirements. In the event a staff member fails to comply with Publication 1075 telework requirements, the CSA shall immediately notify BCS.

3.0 Department's Duties and Responsibilities

The Department shall:

3.01 Administrator's Memos/Child Support Bulletins

Maintain availability to the CS Partner Resources Page and an index listing of all the Administrator's Memos, Child Support Letters (CSLs), and Child Support Bulletins (CSBs) that apply to the Child Support Program for the Contract year.

3.02 Policy Directives

Develop and maintain policy directives for administrative and enforcement activities relating to the Child and Spousal Support and Establishment of Paternity Program conforming to State and Federal statutes, State administrative rules, Federal regulations and controlling court cases. BCS will consult with the Child Support Policy Advisory Committee when developing new policy directives, if time permits. Cite applicable State and Federal statutes, Federal regulations, State administrative rules, and controlling court case(s) in all policy directives. Such citations shall be incorporated into relevant resource materials, including child support manuals, fact sheets, and training materials. Provide advanced notice of new requirements to all the County CSAs unless court order or Federal or State law or regulations require immediate implementation, in which case, notification will occur within 15 days of enactment. Maintain a comprehensive index listing all major child support topics with links to available resource materials on each topic.

3.02.1 New Initiatives or Programs

In consultation with the County Contract Committee, develop a Contract addendum or amendment executed under separate cover for any new initiatives or programs other than those specifically mandated by Federal or State laws, rules, or regulations. The Department shall consider the fiscal impact on the CSA and consult with PAC before implementing the initiative or program. It is not the Department's intent to impose unilaterally any new, unbudgeted initiatives or programs on the CSA.

3.02.2 Reasonable Time Period to Implement

Allow the CSA a reasonable time period in which to implement fully 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 in accordance with the implementation timeframes of the Federal or State laws, rules and regulations or court action.

3.02.3 Extension of Time Period to Implement

Allow the CSA to request an extension of the time period for implementing program requirements, which have a significant impact on the CSA and are not mandated by State or Federal law or court order. The CSA may submit documentation of the hardship imposed, and the Department may then grant up to 45 days of exception to the implementation requirements.

3.03 Policy Change

If the Department proposes a change to the requirements in the functions performed, and services provided or purchased by the CSA which is not the result of implementation of State or Federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the Department shall consider the fiscal and workload impact on the CSA, and consult with Wisconsin Child Support Enforcement Association (WCSEA) on any change determined by the Department to have a substantial fiscal or workload impact before implementing the change to the requirements. It is not the Department's intent to impose unilaterally any new, unbudgeted activities on the CSA.

3.04 Advanced Releases of Policy Manual and Child Support Bulletins

Distribute an advance copy of the Wisconsin Child Support Policy Manual and Child Support Bulletins to the WCSEA Review Panel. The Review Panel will be given an opportunity to provide input on the manual releases they receive. The State's objective is to issue manual and bulletin releases within six months of the enactment of child support related laws, statutes, or the issuance of the regulations.

3.05 Comprehensive Training

Provide comprehensive statewide training for CSA personnel including, but not limited to, new worker training, training related to new initiatives and KIDS enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Child Support Training Advisory Committee (CSTAC). Child Support training

materials and curriculum shall be made available to CSAs. Provision of classroom training and onsite training is subject to BCS budget limitations.

3.06 Information to the Public

Provide the public with information on the Child and Spousal Support Program and provide customer service related to any new centralized Child Support services.

3.07 Standard Cooperative Agreements

Maintain the standard cooperative agreements that conform to State and Federal laws in consultation with PAC or an alternative County subcommittee appointed by PAC.

3.08 Central Registry

Provide Central Registry services to agencies.

3.09 Kids Information Data System (KIDS)

Work cooperatively with child support agencies to ensure the efficient and effective operation of KIDS by identifying and reporting system deficiencies and operational problems.

3.09.1 KIDS Maintenance

Ensure ongoing maintenance of KIDS. The Department acknowledges its responsibility to maintain KIDS in maximum functional status for the benefit of all CSA and State users. The Department agrees to take all necessary actions to assure the uninterrupted availability of KIDS during normal business hours.

3.09.2 Automated System Enhancements

Modify and enhance automated systems relating to the child support program, including but not limited to the IV-A to IV-D (CARES/KIDS) computer interfaces and develop a computer interface with Wisconsin Circuit Court Access via CCAP (Consolidated Court Automation Programs), in order to meet Federal program requirements and ensure that the system operates efficiently and in a manner that supports CSA program operations and performance improvements. The Department agrees to continue to take all necessary actions to modify automated systems, fully utilize all funds authorized by the legislature for the modification and enhancement of the automated systems in a timely and effective manner.

3.09.3 Child Support Customer Area Advisory Group (CSCA)

Establish the CSCA with four CSA representatives from four different agencies, appointed by (WCSEA). At least one of the appointed representatives shall have KIDS financial expertise. The Department will consult with the Counties via the CSCA regarding the prioritization of KIDS programming projects.

3.10 Delegation of Authority

Delegate to Child Support Attorneys 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 Child Support Attorney in preparation of appeals, upon request.

3.11 Provide Direct Technical Assistance to Agencies

Maintain a Help Desk/Call Center or otherwise maintain a system to provide consultation and direct technical assistance to agencies, including assistance related to child support policy, KIDS processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.

3.12 Confidentiality of Records

Comply with the applicable Federal and State laws and Department regulations concerning confidentiality of participant and KIDS records.

3.13 Tax Intercept

Certify arrears for tax intercept and other certifiable debts using KIDS account balances. Receipt, distribute, and disburse tax intercept funds centrally through KIDS.

3.14 New Hire Reporting

Ensure employer compliance with the reporting requirements under DCF Rule 152 (New Hire Reporting).

4.0 Allocations, Funding, and Fees

4.01 Standards of Performance and Performance Based Allocation

Pursuant to Admin Rule DCF 153 and Wis. Stat. s. 49.24, the Department shall specify standards of performance and budget an allocation to the CSA as its proportionate share of dollars for performance-based funding as identified in the applicable Administrator's Memo. The Department shall distribute the total available incentive funding under Wis. Stat. §. 49.24, to Counties.

4.02 Federal Incentive for Recovery of Medical Assistance Payments

The Department shall pay the CSA the 15 percent (15%) Federal incentive rate earned for the recovery of Medical Assistance payments under the Medical Support Liability program. The 15% 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.

4.03 Additional Funding

The Department shall consult with the County Contract Committee to distribute any additional funding available to support CSA operations.

4.04 Performance Incentives

Pursuant to DCF 153.08(5), the CSA agrees that performance incentives allocated to the county must be used to supplement and not supplant other funds used to carry out the child support program.

- END OF SCOPE OF SERVICES -