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## CONTRACT RENEWAL

by and between

**Wisconsin Department of Children and Families**

and

**Vendor Name**

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### **CONTRACT NO**

437001-M15-CFB0144-R01

### **CFDA NO**

93.558 Temporary Assistance for Needy Families  
93.566 Refugee Cash and Medical Assistance Program /  
Refugee Social Services Program  
93.596 Child Care Mandatory and Matching Funds  
[Additional Federal Award Information](#)

### **COMMODITY OR SERVICE DESCRIPTION**

DCF is authorized by section 49.143 of the Wisconsin Statutes, as amended, to contract with service providers to administer the Wisconsin Works (W-2) and Related Programs under sections 49.138 and 49.141 to 49.161

### **PREVIOUS CONTRACT PERIOD**

01/01/2013 – 12/31/2016

### **RENEWED CONTRACT PERIOD**

01/01/2017 – 12/31/2018  
Option to Renew: Up to three (3) two (2) year periods

### **DCF PROGRAM ADMINISTRATOR**

Linda Richardson – (414) 270-4718  
[Linda1.Richardson@wisconsin.gov](mailto:Linda1.Richardson@wisconsin.gov)

### **CONTRACT BILLING AND PAYMENT TERMS**

See Reporting and Payment Schedule located:  
<https://dcf.wisconsin.gov/files/w2/contracts/claims-payments-calendar-2017.pdf>

### **REPORTING FORMS LOCATED**

<http://dcfparc.wisconsin.gov/>

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### **CONTACT INFORMATION**

Authorized Signatory

Address

Phone

CC

DUNS

**Funding Information for Grants managed thru SPARC:**

<b>Contractor:</b>				<b>SPARC Agency Code #:</b>
<b>Commodity or Service Description</b>	<b>SPARC Contract Code Number</b>	<b>Contracted Payment Amount</b>	<b>Contracted Quantity</b>	<b>Total Contract Balance</b>
<b>Maximum Capitated Amount</b>	<b>2385</b>			
<b>Job Attainment Performance Outcome</b>	<b>2345</b>			
<b>Long-Term Participant Job Attainment Performance Outcome</b>	<b>2360</b>			
<b>Partial Job Attainment Performance Outcome</b>	<b>2340</b>			
<b>Job Retention Performance Outcome</b>	<b>2355</b>			
<b>SSI/SSDI Attainment Performance Outcome</b>	<b>2365</b>			
<b>Emergency Assistance: Timely Processing of Applications</b>	<b>2327</b>			
<b>NCP Payment</b>	<b>2319</b>			
<b>WPR Numerator Payment</b>	<b>2416</b>			
<b>WPR Numerator Payment: W2T</b>	<b>1560</b>			
<b>WPR Numerator Payment: 2 Parent</b>	<b>1565</b>			
<b>Work Participation Payments</b>	<b>2375</b>			
<b>Education and Vocational Training Incentive</b>	<b>1540</b>			
<b>Cost Reimbursement: Refugee Cash Assistance and Medical Administration</b>	<b>0133</b>			
<b>Cost Reimbursement: Refugee Cash Assistance</b>	<b>0134</b>			
<b>Cost Reimbursement: Emergency Assistance Payments</b>	<b>2328</b>			
<b>Cost Reimbursement: Contracted Child Care</b>	<b>2312</b>			
<b>Job Access Loan Target Allocation</b>	<b>2304</b>			

Cost Reimbursement: CP TEMP Subsidy	2521			
Cost Reimbursement: CP TEMP Job Development	2522			
Cost Reimbursement: CP TEMP Training	2523			
Cost Reimbursement: NCP TEMP Subsidy	2524			
Cost Reimbursement: NCP TEMP Job Development	2525			
Cost Reimbursement: NCP TMP Training	2526			
Cost Reimbursement: NCP Stipends	2527			
Cost Reimbursement: CP TEMP Administration	2511			
Cost Reimbursement: NCP TEMP and Stipends Administration	2512			
Cost Reimbursement: NCP TEMP Drug Testing	2528			
Cost Reimbursement: NCP TEMP Drug Treatment	2529			
Cost Reimbursement: W-2 NCP Drug Testing	2530			
Cost Reimbursement: W-2 NCP Drug Treatment	2531			
<b>Total Contract Amount</b>				

All Funding allocations are subject to Federal and State budgetary changes.

The Department and the Contractor acknowledge that they have read the Contract Renewal and the attached exhibits, addenda and requirements, understand them and agree to be bound by their terms and conditions. Further, the Department and the Contractor agree that the Contract Renewal and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract Renewal and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract Renewal. DCF reserves the right to reject or cancel agreements based on documents that have been altered.

This Renewal becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by the Department.

**Signatures**

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Date

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Division Administrator  
Department of Children and Families

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Date

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Deputy Secretary  
Department of Children and Families

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Date

## CONTRACT AGREEMENT

### **I. PARTIES TO THE CONTRACT**

This agreement, hereinafter referred to as the "Contract," shall be between the Wisconsin Department of Children and Families, hereinafter referred to as DCF and/or the State, and the W-2 Contractor listed on the signature pages, hereinafter referred to as "W-2 Contractor," "Contractor," or "Provider" for the procurement of Services listed, according to the terms set forth in this Contract. In Appendix A to this Contract, DCF is identified as "department or agency," and W-2 Contractor is identified as "participant" or "prospective participant." The term "Parties" shall include both DCF and the W-2 Contractor.

#### **A. Contract Managers**

1. DCF and the W-2 Contractor shall each appoint a Contract Manager and shall each notify the other in writing in the event of any change in the Contract Manager.
2. DCF's Contract Manager is the Division of Family and Economic Security (DFES) Chief of the Program Operations Section. The W-2 Contractor's Contract Manager is the person identified in the W-2 Contractor Information as W-2 Contractor Program Manager.
3. The DCF Contract Manager monitors the W-2 Contractors for compliance with the Contract and with DCF's policies and procedures and for satisfactory delivery of the services and activities identified in this Contract, in the Scope of Work, Standard Operating Procedures (SOPs) as approved by DCF and in the W-2 Contractor's Proposal.
4. The W-2 Contractor's Contract Manager manages the W-2 Contractor's daily operations and is responsible for the W-2 Contractor's prompt implementation of any corrections and improvements identified by DCF, to ensure compliance with the Contract and DCF's policies and procedures and for satisfactory delivery of the services and activities identified in this Contract, in the Scope of Work, SOPs as approved by DCF and in the W-2 Contractor's Proposal.

#### **B. W-2 Administrator**

The DFES Administrator is the W-2 Administrator and shall exercise all of DCF's rights under the Contract. Any disputes between a W-2 Contractor and DCF under the Contract shall be resolved by the Disputes process in s. XIII of this Contract.

### **II. TERM OF CONTRACT**

Contract term is January 1, 2013 through December 31, 2016. Contract renewal term is January 1, 2016 to December 31, 2017. Upon satisfactory performance by the W-2 Contractor and by mutual agreement of DCF and the W-2 Contractor, the contract may be renewed up to four (4) additional two (2) year periods, for a maximum of twelve (12) years. This renewal represents the first of the four available two (2) year periods.

### **III. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT**

This Contract and supporting written communications constitute the entire agreement between the parties. The hierarchy of documents in order for resolution is as follows:

- A. Laws, regulations and policies of the State and Federal government**
- B. Division of Family and Economic Security Administrator's Memos**
- C. This Contract, including all exhibits, attachments, appendices and addendums to the Contract**
- D. W-2 Contractor's Standard Operating Procedures as approved by DCF**
- E. W-2 Contractor's Proposal as submitted including written responses to the oral interview questions**
- F. Request for Proposal #CFB00144 and addenda**

Any conflict in terms shall be governed by the highest listed document. W-2 Contractor composed and submitted contracts will not be accepted as a substitute for these documents.

The Parties agree to renegotiate this contract or any part thereof in the event of exceptional circumstances including, but not limited to:

- Changes required by State and Federal laws or regulations, court decisions or DCF policies;
- Reduction in the monies available affecting the substance of this Agreement;
- In the event an American Indian Tribe exercises its option to create or discontinue a tribal Temporary Assistance for Needy Families (TANF) program.

In addition, the W-2 Contractor agrees to renegotiate capitation rates and performance outcomes eligible for performance outcome payments on an annual basis in August of each calendar year for the following calendar year. By mutual agreement, the parties may renegotiate capitation rates and performance outcome payments earlier or later in the calendar year than August.

Failure to agree to a renegotiated contract under these circumstances is cause for DCF to terminate this contract for convenience.

Revision of this agreement may be made by mutual agreement. The revision will be effective only when the DCF and the W-2 Contractor attach a written addendum, modification or amendment to this agreement which is signed by the authorized representatives of both parties.

If any provision of this Contract is determined to be illegal, unenforceable, or void, then the remainder of the Contract shall remain in effect.

#### **IV. SCOPE OF WORK**

The W-2 Contractor will provide W-2 Services in accordance with this contract. Specific program requirements are included as **Scope of Work attached as Appendix C.**

W-2 Contractor shall develop and maintain continuity of operations plans (COOP) that will enable it to recover from any disruption of normal business operations within twenty-four (24) hours. W-2 Contractor staff shall be trained on these plans on a routine basis of no less than once a year. Upon request, W-2 Contractor shall make its COOP plans available to DCF for review. DCF may require W-2 Contractor to participate in DCF COOP training and exercises to maintain and test COOP readiness.

#### **V. TERMS AND CONDITIONS RELATING TO PAYMENTS:**

The W-2 Contract will comply with the terms and conditions related to payment under this Contract. Specific requirements are included as **Terms and Conditions Related to Payment attached as Appendix E.**

#### **VI. PRIVACY AND CONFIDENTIAL INFORMATION**

##### **A. Records**

All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy.

W-2 Contractor and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any other confidential records the W-2 Contractor accesses to provide the services under this Contract.

##### **B. Confidentiality**

Except as otherwise authorized by law, the W-2 Contractor may not disclose confidential information for any purpose other than purposes associated with the administration of services under this contract.

"*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DCF or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information;
2. Individually Identifiable Health Information;
3. Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
4. Information designated as confidential in writing by DCF.

"*Individually Identifiable Health Information*" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"*Personally Identifiable Information*" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

1. The individual's Social Security number;
2. The individual's driver's license number or state identification number;
3. The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account;
4. The individual's DNA profile; or
5. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Confidential Information does not include information which is required to be disclosed by operation of law.

## **VII. RECORDS, DCF PROPERTY AND AUTOMATION**

### **A. Records**

The W-2 Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The W-2 Contractor shall retain records in a secure environment for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation shall be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon DCF's request, at the expiration of the contract, the W-2 Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from W-2 Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

The W-2 Contractor shall make all records and any written and/or electronic case information available to DCF or its authorized agents upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

#### **B. Equipment and Property**

The W-2 Contractor may purchase and install equipment in accordance with DCF's policies and procedures. For capital equipment costing in excess of \$5,000, the Contractor must contact DCF at: [DCFAuditors@wisconsin.gov](mailto:DCFAuditors@wisconsin.gov) for prior approval of the purchase and depreciation method. The request must contain a copy of the equipment quote or actual invoice, plus a description of the planned depreciation method. DCF will respond to the request in writing. The W-2 Contractor shall be responsible for inventory, maintenance, replacement, and security of all purchased equipment.

DCF shall have all ownership rights in any hardware supplied by DCF and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

The W-2 Contractor is responsible for keeping all property used for the W-2 program secure from theft, damage or other loss. The W-2 Contractor shall preserve the safety, security and integrity of DCF property, data, and equipment in accordance with DCF policy and procedures.

The W-2 Contractor shall keep all state owned automation equipment in a secure place and shall be responsible for damages or losses when such damage or loss is caused by the negligence or willful misconduct of the W-2 Contractor, W-2 Contractor's staff, or subcontractor. The W-2 Contractor shall reimburse DCF accordingly upon demand. This remedy shall be in addition to any other remedies available to DCF by law or equity.

#### **C. Proprietary Information**

Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to the Contract shall not be made without prior written approval of the State.

#### **D. Information Technology**

DCF and the W-2 Contractor will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this contract.

The W-2 Contractor will provide for information technology security in accordance with DCF's policies and procedures.

The W-2 Contractor will adhere to the provisions of DCF's security policies and procedures. The W-2 Contractor shall designate an employee as W-2 Contractor Security Officer, and shall also appoint Functional Agency Security Liaisons (FASL) or Backup W-2 Contractor Security Officers for ensuring compliance with security precautions for the state's automated systems and for ensuring confidentiality of program data, including but not limited to data in CARES, KIDS and eWisACWIS.

The W-2 Contractor Security Officer is responsible to ensure that access to the state's automated systems is requested only for the purposes of administration of the programs under the Contract, and that each individual's level of access is requested and maintained at the minimum necessary for that individual to provide Contract services. Any system access request that does not meet this requirement shall be denied by the W-2 Contractor at the local level. All system access requests shall be signed by the Supervisor or



Functional Agency Security Liaison (FASL) and W-2 Contractor Security Officer or Backup W-2 Contractor Security Officer, as appropriate, before state security staff process the request.

The W-2 Contractor agrees to the terms of Data Sharing Agreements with DCF (Appendix D) and the Department of Workforce Development (Appendix E - pending).

**E. Access to State Automated Systems by Subcontractors or Others**

Contract provisions that apply to W-2 Contractor staff also apply to subcontractor and other staff authorized by the W-2 Contractor to carry out contract responsibilities. In the event that subcontractor or other individuals request access to the state's automated systems, the W-2 Contractor Security Officer shall ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.

Prior to requesting access for subcontractor or other authorized staff, the W-2 Contractor will prepare and submit to DCF properly executed data sharing agreements or other appropriate confidentiality agreements as defined by DCF. The agreements will address compliance with relevant state and federal confidentiality regulations, and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.

During the performance of services under this contract, the W-2 Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to a "data") belonging to the State. The W-2 Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of DCF, in accordance with the instruction of the State. The W-2 Contractor shall be responsible for damage or loss that is caused by the W-2 Contractor, contracted personnel, or sub-contractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the DCF by law or in equity.

**VIII. ACCOUNTING REQUIREMENTS**

**A. Accounting Records**

The W-2 Contractor shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP), in a manner which will enable state or federal government or other staff to audit and examine any books, documents, papers and records maintained in support of the Contract and as more specifically provided below. All documents shall be made available to DCF at its written request, and shall be identifiable as pertaining to this Contract.

**B. Accounting System**

The W-2 Contractor shall maintain a financial management information system in accordance with the Generally Accepted Accounting Principles contained in DCF's Financial Management Manual.

**C. System Requirements**

The W-2 Contractor's accounting system shall allow for accounting for individual programs, permit timely preparation of expenditure reports and support expenditure reports submitted to DCF.

**D. Reconciling Reports**

The W-2 Contractor shall reconcile costs reported to DCF to expenses recorded in the W-2 Contractor's accounting system on an ongoing and periodic basis. The W-2 Contractor agrees that reconciliation will be completed at least quarterly and will be documented and supplied to DCF upon request. The reconciliation

must demonstrate the expenses reported to DCF match those of the W-2 Contractor's general ledger. The W-2 Contractor shall retain the reconciliation documentation in accordance with record retention requirements.

**E. Accounting Period**

The W-2 Contractor's accounting records shall be maintained on an annual basis. Approval will be given only if the W-2 Contractor submits proof of Internal Revenue Service approval for changing the accounting period and if the W-2 Contractor agrees to submit a close-out audit for the shortened accounting period, within 90 days after the first day of the new accounting period. For purposes of determining audit requirements, expenses and revenues incurred during the shortened accounting period shall be annualized.

**F. Cost Allocation Plan**

The W-2 Contractor shall submit a copy of their cost allocation plan to DCF within 30 days of signing the contract. The plan shall be reasonable, documented in writing in a W-2 Contractor-wide cost allocation plan and a W-2 Contractor wide indirect cost allocation plan. Costs shall be allocated in a manner consistent with these plans. The plans shall be in accordance with the requirements of applicable federal cost policies.

**G. Cost Sharing Allocation Plan**

All property, equipment, software, or services used by multiple programs or for multiple purposes is subject to cost allocation procedures. The W-2 Contractor will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software, or other services, including staffing services, are used for any purpose other than W-2 Program.

**IX. AUDITING REQUIREMENTS**

**A. Requirement to Have an Audit**

Unless waived by DCF, the W-2 Contractor shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34(4)(c), Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the W-2 Contractor is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial payment received:

- Federal OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called Uniform Guidance, 2 CFR Part 200); and the yearly Supplement, which applies only to Contractors that expend \$500,000 from all federal funding sources (this grant and other grants, direct or indirect, from this DCF or another), during a Contractor's fiscal year.
- The *State Single Audit Guidelines (SSAG)*, including the yearly Appendix, which are applicable to local governments having Uniform Guidance, 2 CFR Part 200 audits; and/or
- The *Provider Agency Audit Guide (PAAG)*. All W-2 Contractors which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

**B. Source of funding**

DCF shall provide funding information needed for audit purposes including the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting this contract. This information is supplied on the SPARC Payment Information Form.

### **C. Single Audit Reporting package**

The W-2 Contractor shall submit to DCF a reporting package which includes the following:

1. All financial statements and other audit schedules and reports required for the type of audit applicable to the W-2 Contractor.
2. A summary schedule of prior year findings and the corrective actions taken to address these findings.
3. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
4. Management responses/corrective action plan for each audit issue identified in the audit.

### **D. Submitting the Reporting Package**

The W-2 Contractor shall submit the required reporting package to DCF within 180 days of the end of the W-2 Contractor's fiscal year for non-governmental W-2 Contractor agencies. DCF requests electronic submission of the reporting package. Electronic Reporting Packages should be sent to:

[DCFAuditors@wisconsin.gov](mailto:DCFAuditors@wisconsin.gov)

### **E. Access to auditor's work papers**

When contracting with an audit firm, the W-2 Contractor shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of DCF. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

### **F. Access to Contractor records**

The W-2 Contractor shall permit appropriate representatives of DCF to have access to the W-2 Contractor's records and financial statements as necessary to review W-2 Contractor's compliance with the federal and state requirements for the use of the funding.

### **G. Failure to comply with the requirements of this section**

In the event that the W-2 Contractor fails to have an appropriate audit performed or fails to provide a complete audit Reporting Package to DCF within the specified timeframes, DCF may apply one or more sanctions including (but not limited to):

1. Disallow the cost of audits that do not meet these standards;
2. Conduct an audit or arrange for an independent audit of the W-2 Contractor and charge the cost of completing the audit to the W-2 Contractor; and/or,
3. Charge the W-2 Contractor for all loss of Federal or State aid or for penalties assessed to DCF because the W-2 Contractor did not submit a complete audit report within the required time frame.

### **H. Close-out Audits**

1. A contract specific audit of an accounting period of less than twelve (12) months is required when a Contract is terminated for cause, when the Contract is terminated upon 120-day notice by either party, when the W-2 Contractor ceases operations or when the W-2 Contractor changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by DCF upon written request from the W-2 Contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a Contract is terminated for cause.
2. The W-2 Contractor shall ensure that its auditor contacts DCF prior to beginning the audit. DCF, or its representative, shall have the opportunity to review the planned audit program, request

additional compliance or internal control testing and attend any conference between the W-2 Contractor and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DCF, is the responsibility of the W-2 Contractor.

3. DCF may require a close-out audit that meets the audit requirements specified in Section XII, B above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Uniform Guidance, 2 CFR Part 200 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

## **X. STATE AND FEDERAL RULES AND REGULATIONS**

### **A. Applicable Laws**

The W-2 Contractor shall comply with all federal and state laws, rules and regulations and with Policies and Procedures relating to the provision of services under this Contract including, but not limited to, the Wisconsin Open Records laws, section 19.31 through 19.39 of the Wisconsin Statutes.

### **B. Debarment Certification**

In conformance with federal law, the authorized W-2 Contractor representative shall review, sign, and return the Certificate Regarding Debarment and Suspension form. (Appendix A)

### **C. Lobbying Certification**

In conformance with federal law, the authorized W-2 Contractor representative shall review, sign and return with this Contract either the Certificate Regarding Lobbying form or the Disclosure of Lobbying Activities. (Appendix B)

### **D. Civil Rights Compliance (CRC) Requirements**

**Note:** If W-2 Contractor received a Grant Award from DCF for the 2013 - 2016 W-2 Contract term, and a CRC Letter of Assurance (LOA) was submitted; and W-2 Contractor has an acknowledgement letter from DCF on file for the 2014-2017 Civil Rights Compliance cycle (January 1, 2014 – December 31, 2017), W-2 Contractor is compliant with DCF CRC requirements and does not need to submit additional information at this time. If W-2 Contractor did not receive an award for the 2013 – 2016 Contract term, it is required to comply with all of the CRC requirements within 45 days of signing this contract.

The W-2 Contractor agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions and Templates necessary to complete both your CRC Letter of Assurance (LOA) and CRC Plan to meet civil rights compliance requirements is located at: <https://dcf.wisconsin.gov/civilrights/plans>  
Additional resources and training information are available at:  
[http://dcf.wisconsin.gov/civil\\_rights/default.htm](http://dcf.wisconsin.gov/civil_rights/default.htm)

Below is a brief summary of the requirements.

The W-2 Contractor agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions

and Templates necessary to complete both the **CRC Letter of Assurance (LOA) and CRC Plan** to meet civil rights compliance requirements is located at: <https://dcf.wisconsin.gov/civilrights/plans>

#### **E. Non-Discrimination/Affirmative Action Requirements**

Unless an approved Affirmative Action Plan is on file with the DCF on the date this contractor is signed, W-2 Contractor is required to submit an Affirmative Action Plan within **fifteen (15)** working days of returning the signed contract. Exceptions exist, and are noted in the Instructions for Vendors. An electronic version of the Instructions for Vendors and all forms required are available at: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.

#### **F. Worker's Compensation**

The W-2 Contractor and any W-2 Sub-Contractor performing services for the State of Wisconsin shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all eligible W-2 parents engaged in work experience as part of their W-2 assigned activities, and for those repaying Job Access Loans through volunteer work. The W-2 Contractor shall submit to the DCF Bureau of Regional Operations evidence of this insurance coverage prior to placing eligible parents in work experience at the start of each calendar year.

#### **G. Health and Safety**

##### **1. Health and Safety Requirements**

The W-2 Contractor agrees to develop and maintain a Continuity of Operations Plan (COOP) in the event that the primary service delivery location is uninhabitable or there is an extended health threat. DCF reserves the right to review the W-2 Contractor's COOP Plan and to require revisions to the Plan as necessary. All W-2 Contractors are required to conduct, or participate in, both fire evacuation and tornado shelter drills once each year and to follow related safety precautions at locations with W-2 Contractor staff or Sub-Contractor staff and equipment.

##### **2. Pro-Children Act of 1994**

Since a portion of the funds under the Contract includes federal funds, the W-2 Contractor agrees to comply with Public law 103-227 (20 U.S. sections 6081-6084), also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted within any indoor facility (or portion thereof) owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18). The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infant and Children (WIC) coupons are redeemed.

## **XI. SUBCONTRACTS**

#### **A. Prior Written Approval**

The W-2 Contractor may subcontract part of this Agreement only with the prior written approval of DCF. In Milwaukee the DCF Contract Manager will provide the approval. In the Balance of State the Bureau of Regional Operations Regional Administrator will provide the approval. The W-2 Contractor will remain responsible for all related program services covered under this Contract. In addition, DCF approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if DCF reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.

**B. W-2 Contractor Responsibility**

The W-2 Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Contract. The W-2 Contractor shall require the subcontractor to comply with all applicable provisions contained within this Contract.

For program specific related subcontracting requirements refer to the Scope of Work included or attached to this contract.

**C. Subcontractor Audits**

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 the federal Office of Management and Budget (OMB) Uniform Guidance, 2 CFR Part 200. 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) of OMB Uniform Guidance, 2 CFR Part 200. 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 Contractor 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.

The W-2 Contractor shall obtain, review and resolve subcontractor audits in a timely manner in accordance with OMB Uniform Guidance, 2 CFR Part 200. Any costs disallowed under the subcontractor audits will be recovered by the W-2 Contract Agency.

**D. Subcontractor Monitoring**

The W-2 Contractor 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 Contractor.

**E. Minority Business Subcontractors**

The Wisconsin Department of Children and Families is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

W-2 Contractors are strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this contract (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises. An MBE means a business certified, or certifiable, by the Wisconsin Department of Commerce under Statute 560.036(2).

**XII. MONITORING AND COMPLIANCE REVIEWS**

**A. Monitoring**

DCF will monitor the W-2 Contractor's general compliance and adherence to the terms of the Contract, the Scope of Work and the W-2 Contractor's Standard Operating Procedures approved by DCF. Monitoring may be conducted on a periodic basis or as otherwise determined by DCF. Monitoring may be conducted by

several units within DCF including, but not limited to, the Bureau of Working Families, Milwaukee Operations Section and Programs Operations Section, the Bureau of Regional Operations and the Bureau of Finance. Monitoring may be conducted as part of state or federal program and fiscal reviews. DCF is not required to notify the W-2 Contractor in advance of review of cases through a desk review.

DCF reserves the right to monitor all aspects of the Contract, including (but not limited to):

- Adherence to the terms and conditions of the Contract,
- Adherence to state and federal laws governing the Contract,
- Attainment of and claiming for performance outcome payments,
- Efficiency of caseload management as it relates to capitated payments,
- Adherence to fiscal reporting and cost allocation requirements,
- Customer satisfaction and quality of services provided, and
- Adherence to state and federal cost guidelines.

DCF may also monitor customer complaints regarding the operation of the program by the W-2 Contractor. The W-2 Contractor shall provide DCF with access to all customer records upon request, including the results of W-2 Contractor administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) days advance notice to the W-2 Contractor, or at an earlier date upon mutual agreement. On-site visits based on emergent issues may be conducted by DCF as needed, without advance notice from DCF.

As a result of monitoring, DCF may make recommendations concerning compliance with program requirements, achievement of program performance standards or the administrative efficiency of the program, and DCF may require that the W-2 Contractor take corrective action to remedy any identified deficiencies.

DCF reserves the right to inspect or investigate any and all W-2 Contractor and subcontractor records, standard operating procedures, and operations at any time during and after the close of the contract period.

## **B. Program Compliance Reviews**

DCF may, at its discretion, schedule a more extensive Program Compliance Review. In the event that DCF conducts a compliance review, it may include the examination of records maintained by the W-2 Contractor. The review shall be conducted in accordance with DCF procedures. This review will not supplant the requirement to conduct a single audit of the W-2 Contractor.

### **1. Cooperation with Compliance Review**

The W-2 Contractor will cooperate with the compliance review by making available W-2 Contractor staff, internal documents, and program records. The W-2 Contractor will provide DCF with all requested information immediately, or within not more than five (5) working days of DCF's request.

### **2. Compliance Review Report**

Upon completion of the compliance review, DCF shall provide the W-2 Contractor with a resultant management letter and report which identifies any issues of non-compliance and recommendations for program improvement. The review report will be issued by DCF within thirty (30) calendar days of all information needed from the W-2 Contractor being received by DCF. The review report will identify any actions necessary by the W-2 Contractor to achieve compliance with requirements and

program performance standards, including itemizing any disallowances as appropriate. DCF will make available to the W-2 Contractor any additional supporting documentation upon request.

3. Contractor Response

The W-2 Contractor shall respond to the review report within 30 days, or other date upon mutual agreement, to specify actions that will be taken by the W-2 Contractor to address findings and recommendations in the review report. DCF may require that review findings and recommendations be addressed through corrective action, up to and including termination of the contract for cause.

4. Technical Assistance

The W-2 Contractor may identify technical assistance needs to address the actions specified in the review report. DCF may assist the W-2 Contractor in making arrangements for technical assistance, if such assistance is warranted.

5. Dispute Resolution

If the W-2 Contractor does not agree with DCF's findings or proposed remedies, the W-2 Contractor may use the Dispute Resolution procedures under this contract.

**C. Fiscal Reviews**

DCF may, at its discretion, schedule a more extensive Fiscal Review. In the event that DCF conducts a review, it may include the examination of records maintained by the W-2 Contractor. The review shall be conducted in accordance with DCF procedures. This review will not supplant the requirement to conduct a single audit of the W-2 Contractor.

1. Cooperation with Fiscal Review

The W-2 Contractor will cooperate with the fiscal review by making available W-2 Contractor staff, internal documents, and program records. The W-2 Contractor will provide DCF with all requested information immediately, or at a later date upon mutual agreement.

2. Fiscal Review Report

Upon completion of the fiscal review, DCF shall provide the W-2 Contractor with a draft report which identifies any issues of non-compliance and recommendations for program improvement. The report will be issued by DCF within forty-five (45) calendar days of all information needed from the W-2 Contractor being received by DCF. The review report will identify any actions necessary by the W-2 Contractor to achieve compliance with fiscal requirements and standards, including itemizing any disallowances as appropriate. DCF will make available to the W-2 Contractor any additional supporting documentation upon request.

3. Contractor Response

The W-2 Contractor shall respond to the fiscal review report within thirty (30) calendar days, or other date upon mutual agreement, to specify actions that will be taken by the W-2 Contractor to address findings and recommendations in the fiscal review report. DCF may require that review findings and recommendations be addressed through corrective action, up to and including termination of the contract for cause. A final report will be issued that includes the W-2 Contractor's response.

4. Technical Assistance



The W-2 Contractor may identify technical assistance needs to address the actions specified in the review report. DCF may assist the W-2 Contractor in making arrangements for technical assistance, if such assistance is warranted.

5. Dispute Resolution

If the W-2 Contractor does not agree with DCF's findings or proposed remedies, the W-2 Contractor may use the Dispute Resolution procedures under this contract.

The W-2 Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within thirty (30) calendar days of notification by DCF.

**D. Annual Full-Time Employee (FTE) Reporting Requirements**

The W-2 Contractor must provide financial information as required in a defined format by DCF by the due date specified. Such information includes, but is not limited to, staff salary and incentives, severance pay, Full-Time Equivalency (FTE) counts and salary allocation percentages.

**E. Corrective Action**

DCF will notify the W-2 Contractor of items that require corrective action and the need for the W-2 Contractor to develop and submit a Corrective Action Plan. The W-2 Contractor response shall be submitted within 10 business days of the date of the notice under this section, unless DCF approves an extension. DCF must approve the W-2 Contractor's plan for corrective action. A failure by the W-2 Contractor to submit a Corrective Action Plan acceptable to DCF or to fully implement the approved Corrective Action Plan may result in a payment reduction to be determined by DCF. Failure to comply with any part of this Contract may be caused for revision or termination of the Contract.

**F. Inability to Perform Notice to DCF**

The W-2 Contractor shall immediately notify DCF if the W-2 Contractor is substantially unable to provide the services specified under this contract. Upon such notification, DCF shall determine whether such inability will require amendment to or termination of the Contract.

**XIII. DISPUTE RESOLUTION**

If any dispute arises between DCF and the W-2 Contractor under this contract, including DCF's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

- A. DCF's and W-2 Contractor's Contract Managers will attempt to resolve the dispute. For W-2 geographical areas outside of Milwaukee County, the W-2 Contractor shall contact the Bureau of Regional Operations W-2 Regional Coordinator who will coordinate with the Chief of the Program Operations Section.
- B. If the dispute cannot be resolved by the Contract Managers, W-2 Contractor may ask for review by the Administrator of the Division in which the DCF's Contract Manager is employed.
- C. If the dispute is still not resolved, W-2 Contractor may request a final review by the Secretary of DCF or his or her designee.
- D. Disputes relating to denied or disallowed claims shall not be reviewable by the Secretary of DCF. Depending on the volume of disputes relating to claims, the Administrator in Subsection B may appoint a claims adjudicator to review all disputed claims and to make a final decision for DCF.

#### **XIV. CANCELLATION AND TERMINATION**

##### **A. Termination for Cause**

DCF may terminate this Contract after providing the W-2 Contractor with thirty (30) calendar days written notice of the W-2 Contractor's right to cure a failure of the W-2 Contractor to perform under the terms of this Contract.

The W-2 Contractor may terminate this Contract after providing DCF one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

##### **B. Termination for Convenience**

Either party may terminate this Contract at any time, without cause, by providing a written notice; effective at the end of the month in which the one hundred and twentieth (120<sup>th</sup>) calendar day occurs after the written notice of termination was received.

In the event of termination for convenience, the W-2 Contractor shall be entitled to receive compensation for any payments owed under the Contract. The W-2 Contractor shall also be compensated for partially completed Services for its cost reimbursable expenses. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DCF, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of DCF, the W-2 Contractor may be compensated for the actual Service hours provided.

##### **C. Partial Contract Cancellation**

DCF, at its convenience and without cause, may exercise the right to cancel this Contract in part without penalty of the W-2 Contractor, including but not limited to any service which is the subject of a subcontract between the W-2 Contractor and a third party. The W-2 Contractor shall be given at least thirty (30) calendar day's prior written notice of said Partial Cancellation with said notice to specify the area(s) of service being cancelled and the effective date of cancellation. Any Partial Cancellation by DCF shall not alter in any way W-2 Contractor's other obligations under this Contract. DCF may withhold from amounts due the W-2 Contractor the amount the W-2 Contractor would have been paid to deliver the service as determined by DCF. The amounts shall be withheld effective as of the date specified on written notice. Upon Partial Cancellation, the W-2 Contractor shall have no right to recover from DCF any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

DCF reserves the right to cancel any Contract in whole or in part without penalty due to non-appropriation of funds by Congress or the State Legislature. DCF may reimburse the W-2 Contractor for reasonable and approved close-out costs for reimbursable costs only.

DCF reserves the right to cancel any Contract in whole or in part without notice and without penalty upon receipt of an Inability to Perform Notice to DCF from the W-2 Contractor. DCF may immediately obtain services from another source to replace any services for which it has received an Inability to Perform Notice.

## **XV. TRANSITION UPON TERMINATION OR EXPIRATION OF CONTRACT**

### **A. Transition Plan**

Within 15 business days of a notice provided under section XIV.A (Termination for Cause), the W-2 Contractor shall develop a plan for the complete transition of the W-2 Contractor's responsibilities to DCF or to a successor W-2 Contractor. The plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information including paper and electronic files held by the W-2 Contractor or its subcontractor. The Transition Plan is subject to approval by DCF.

### **B. Transition Responsibilities**

The parties acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a transition from the W-2 Contractor to DCF or to a successor W-2 Contractor, if any, at the expiration or termination of this Contract. Accordingly, the W-2 Contractor will cooperate fully in providing for an orderly and controlled transition to DCF or to a successor W-2 Contractor and will minimize any disruption in the services to be performed under this Contract.

### **C. Continuation of Services**

Notwithstanding any other provision in this Contract, the W-2 Contractor shall continue providing Contract services until DCF determines that DCF or a successor W-2 Contractor is prepared to fully assume the W-2 Contractor's duties and obligations under this Contract. All the terms and conditions of the Contract will apply during this period.

### **D. Staffing During Transition**

The W-2 Contractor shall maintain the staffing requirements in this Contract until DCF or a successor W-2 Contractor fully assumes the W-2 Contractor's responsibilities under this Contract. The W-2 Contractor shall not restrict its employees from becoming employees of DCF or of a successor W-2 Contractor, except to the extent necessary for the W-2 Contractor to fulfill its obligations during the transition period.

### **E. DCF Oversight of Transition**

DCF's Contract Manager will oversee the transition by coordinating transition activities and approving the transition plan. The W-2 Contractor shall designate a person responsible for coordinating its transition responsibilities and will assign staff as DCF determines is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as DCF determines is necessary.

## **XVI. SUPPLEMENTAL STANDARD TERMS AND CONDITIONS**

### **A. CONTRACTOR'S INSURANCE RESPONSIBILITY.**

The Contractor shall maintain the following insurance coverage:

- Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;
- Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
- Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- Certificate of Insurance, showing up-to-date coverage, shall be on file in the Agency before the Contract may commence. (if applicable)

The State reserves the right to require higher or lower insurance limits where warranted.

**B. CONTRACTOR INDEMNIFICATION.**

Contractor shall hold the State harmless and shall indemnify the State, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors in the performance of this contract.

**C. PATENT INFRINGEMENT AND LABOR STANDARDS.**

The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of said items shall not infringe any United States patent. The Contractor shall at its own expense defend every suit brought against the State for any alleged patent infringement by reason of the sale or use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit.

**D. INDEPENDENT CONTRACTOR AND APPARENT AGENCY.**

The Contractor shall take no action, or make any omission, that may imply, or cause others reasonably to infer, that the Contractor is acting as the State's agent in any matter or in any way not expressly authorized by this Contract.

**E. STATE EMPLOYEES.**

The Contractor may not contract with or employ a State employee or an individual retained as a full-time contractor by the State during the term of this Contract except with the State's prior written approval.

**F. ANTITRUST ASSIGNMENT.**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular Goods or Services purchased or acquired by the State under this Contract.

**G. FOREIGN CORPORATION.**

The Contractor shall conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation (i.e. any corporation other than a Wisconsin corporation), and shall possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a said certificate.

**H. NOTICE AND CHANGE OF CONTACT INFORMATION.**

Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested. In the event the Contractor moves or updates contact information, the Contractor shall inform the State of such changes in writing within ten (10) Business Days. The State shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice

**I. BREACH NOT WAIVER.**

A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.

**J. TIME IS OF THE ESSENCE.**

Timely provision of the Goods or Services required under this Contract shall be of the essence of the Contract, including the provision of the Goods or Services within the time agreed or on a date specified herein.

**K. RESPONSIBILITY FOR ACTIONS.**

The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.

**L. CONTRACTOR PERSONNEL.**

The State reserves the right to refuse to admit to the State's premises any person employed or contracted by the Contractor whose admission in the opinion of the State would be undesirable. If requested by the State, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to the State's premises in connection with the performance of the Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as the State may require.

**M. BACKGROUND OR CRIMINAL HISTORY INVESTIGATION.**

Prior to the commencement of any Services under this Contract, the State may request a background or criminal history investigation any of the Contractor's employees, Contracted Personnel, and Subcontractor's employees, who will be providing services to the State under the Contract. If any of the stated personnel providing services to the State under this Contract is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service Agreement.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS**

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By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
  - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract

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(Signature of Official Authorized to Sign Application)

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(Date)

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(Print Name)

---

(Title)

---

(Agency / Contractor Name)

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(Title of Program)

Appendix B  
**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Agency / Contractor Name)

\_\_\_\_\_  
(Title of Program)



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing</p> <p>b. material change</p> <p><b>For Material Change Only:</b></p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 150px;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>_____</p> <p>Congressional District, if known: _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>_____</p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	



DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## **Appendix C**

### **SCOPE OF WORK**

This Scope of Work outlines the Contractor's responsibilities in administering the Wisconsin Works (W-2) and related programs. The W-2 program described in this Scope of Work is based on program operations as of January 1, 2017. The Wisconsin State Statutes, DCF Administrative Rules, policies, and procedures may change over time. The Department of Children and Families (DCF) will not update this Scope of Work. DCF will communicate any future changes through the Department's Administrator's Memos and Operations Memos. DCF will update the W-2 Manual and the Emergency Assistance Manual to reflect any changes in the W-2 program.

#### **I. Service Delivery**

##### **A. Processing Applications**

1. Many W-2 applicants and eligible parents have barriers that make it difficult for them to access W-2 agencies. These barriers include a lack of or limited access to transportation, computers, and telephones. Some individuals have medical or psychological barriers that limit their ability to leave their homes. Individuals must apply in the geographical area in which they live. However, they are not required to apply in their county of residence. If an agency has multiple offices in a geographical area, any resident of the geographical area may apply in any office. If a Contractor has multiple geographical areas the individual may apply in any office within the geographical areas covered by the contract. It is the W-2 Contractor's responsibility to ensure that individuals can apply for W-2 and receive services, if eligible.
2. Contractors shall provide services that will enable eligible parents to meet all policy requirements related to the timing of the application process, including but not limited to enabling applicants to sign the Application Registration form on the same day they inquire about the program.
3. Contractors shall provide services to support eligible parents' access to program activities and job sites.
4. Contractors shall make information on service locations, hours of operations and contact information widely available to potential applicants.

5. Contractors shall provide reasonable accommodations to all W-2 applicants and eligible parents to enable them to apply for W-2, access services, and participate in meetings with the contractor staff.
6. Contractors shall provide all services in a culturally and linguistically competent manner and shall ensure that services are accessible for qualified refugees, former refugees, and others with limited English proficiency.

#### B. Process Initial and Ongoing Eligibility for W-2

1. Contractors shall accept and ensure the timely processing of W-2 applications and all relevant documentation according to W-2 policy. Contractors shall process the W-2 applications in the CARES Worker Web (CWW) system. (See W-2 Manual, Section 1.4).
2. Contractors shall follow W-2 policy to determine eligibility. Contractors shall use CWW to confirm eligibility. (See W-2 Manual, Section 1.4, Chapter 2, and Chapter 3)
3. Contractors shall provide screening and, if indicated, testing and treatment for use of a controlled substance without a valid prescription as a condition of eligibility for Case Management for Noncustodial Parents (CMN), Noncustodial Trial Employment Match Program (TEMP) Placement (TNP), and Stipends for Noncustodial Parents (TSP) placements. (See Operations Memo 16-04.
4. Contractors shall ensure adequate and timely coordination with the appropriate FoodShare and Badger Care provider in the geographical area. (See <http://www.dhs.wisconsin.gov/forwardhealth/imagency/index.htm> and W-2 Manual, Section 1.4.1.1)
5. Contractors shall refer individuals needing child care assistance to the appropriate Wisconsin Shares child care agency in the geographical area. For a list of Child Care Agencies, see <https://dcf.wisconsin.gov/wishares/where-to-apply>.
6. Contractors shall determine if the eligible parent waiting for the first W-2 check is eligible for an Emergency Payment and shall issue that payment if the parent is determined eligible. For details on the Emergency Payments, see W-2 Manual Section 19.1
7. Contractors shall offer the Barrier Screening Tool (BST) to identify the potential presence or risk of any personal barriers that may interfere with the eligible parent's ability to function in an employment setting. Contractors

shall record any identified barriers in CARES. (See W-2 Manual, Section 5.4)

8. Contractors shall conduct informal assessments to gather information about applicants and their family members and record the assessment results in CARES. (See W-2 Manual, Section 5.2)
9. Contractors shall assign up-front job search activities to applicants when appropriate according to W-2 policy. (See W-2 Manual, Section 2.9) All applicants assigned up- front job search shall have an Employability Plan (EP) entered into CARES. Contractors shall record the assigned up-front job search activities in CARES.
9. Contractors shall complete front-end verification to reduce the incidence of fraud and shall scan into Electronic Case File (ECF) all documents relating to fraud. (See W-2 Manual, Section 13.2; Scope of Work, Section VI. D. 4)
10. Contractors shall verify and document eligibility criteria for applicants and all ongoing cases. (See W-2 Manual, Section 4.1) Contractors shall enter all verification codes, including for citizenship and school enrollment, into CARES. Contractors shall scan all supporting documentation into the ECF within 30 days of receipt or 30 days from when the action is taken in CARES, except for medical and other confidential documentation. Contractors shall maintain all medical and other confidential documentation in a sealed envelope in a paper file. (See W-2 Manual, Section 4.4.6)
11. Contractors shall accurately enter reported changes that may affect eligibility in CWW.
12. Contractors shall fully resolve discrepancies on all data exchanges within 45 days of receipt in CWW. (See W-2 Manual, Section 4.1.5 and Operations Memos 11-42, 12-03, 12-51, 12-61, 13-08, and 15-J2)
13. Contractors shall conduct 6 month eligibility reviews for all ongoing cases. (See W-2 Manual, Sections 1.5, 7.2.3.4 and 7.2.5) Contractors shall process all eligibility reviews in CWW.
14. Contractors shall make determinations regarding time limit extensions in a consistent manner to ensure that similarly situated eligible parents are treated the same. The contractor shall record all time limit extension decisions in CARES. (See W-2 Manual, Section 2.10)
15. Contractors shall refer cases involving paternity establishment and child support enforcement to their county or tribal child support agencies. Contractors shall refer applicants and eligible parents to Child Support via CWW. (See W-2 Manual, Chapter 15)

16. Contractors shall implement Child Support cooperation policies. (See W-2 Manual, Section 2.5 and Chapter 15) Contractors shall make decisions on good cause for Child Support non-cooperation and enter the decision into CWW. (See W-2 Manual, Chapter 15)
17. Contractors shall close cases when participants become ineligible based on the W-2 eligibility criteria, non-cooperation, or non-participation. Prior to closing a case, Contractors shall follow W-2 policy by providing proper notification to participants and by allowing the participants the opportunity to rectify the issue that caused ineligibility. Contractors shall process case closures in CARES. Contractors shall follow policy when notifying participants of case closure decisions. W-2 policy outlines the various circumstances for which notices are sent through the CARES system and for which notices shall be issued manually by the Contractor. Contractors shall work with the Department to ensure their training, procedures, and practices regarding case closures are in compliance with the Department's requirements and are uniformly implemented across the Contractor's geographical area. Contractors shall be familiar with closure processes for all W-2 placement types that close automatically in CWW without FEP action. (See W-2 Manual, Chapter 11, Section 15.7.3, and Operations Memo 16-13)
18. Contractors shall conduct a fraud investigation for any suspected fraud. (See W-2 Manual, Section 13.3)
19. Contractors shall apply an Intentional Program Violation (IPV) penalty to any individual who has done any of the following for the purpose of establishing, using, maintaining, increasing, receiving, transferring or trafficking W-2 payments and services including a Job Access Loan:
  1. Intentionally made a false or misleading statement;
  2. Intentionally misrepresented or withheld facts; or
  3. Intentionally committed any act that constitutes a violation of state or federal law. (See W-2 Manual, Section 13.4)
20. Contractors shall assist families by providing access to needed community services provided by partner agencies within their geographical area, assuring that there is no duplication of effort. (See W-2 Manual, Section 1.2.4) Contractors shall not duplicate services offered by the Public Workforce System, Wisconsin Job Centers, Child Welfare agencies, and other public or community based support services.

#### C. Monitor and Process W-2 Payments

1. Contractors shall process monthly W-2 payments in CARES adhering to the established time periods. The State of Wisconsin will mail benefit



checks to participants based on the information entered into CARES. Contractors shall ensure the mailing addresses or financial information and other pertinent information is correctly entered into CARES. Information on CARES benefit issuance timelines are found in the CARES Batch Calendar. (See W-2 Manual, Chapter 10)

2. Contractors shall track participants' attendance in assigned activities and enter any information regarding non-participation into CARES according to the time periods established by W-2 policy. (See W-2 Manual, Section 11.1 and Appendix - TANF Work Participation Requirements)
3. Contractors shall apply hourly payment reductions for those hours participants miss without good cause. Contractors shall apply payment reductions according to the time periods established by W-2 Policy. Contractors cannot apply payment reductions for missed activities if the participant is assigned to assessment activities or for the period of time that the EP was not valid. (See W-2 Manual, Section 11.1.2)
4. Contractors shall monitor and identify participants whose sanctions reach the 20% or greater payment reduction level. Contractors must provide proper notification to the participants and allow participants the opportunity to rectify the issue causing the sanction following W-2 policy. (See W-2 Manual, Section 11.3.1)
5. Contractors shall determine and apply drug felon sanctions according to W-2 policy. (See W-2 Manual, Section 11.7)
6. Contractors shall determine and apply Learnfare sanctions according to W-2 policy. Contractors shall assist children subject to Learnfare requirements to meet school attendance requirements. (See W-2 Manual, Chapter 16)
7. Contractors shall record all returned checks in CARES within the required time periods. Contractors shall enter into CARES all receipt and disbursement information for all W-2, Job Access Loans (JALs), and vendor checks. (See W-2 Manual, Appendix - Benefit Issuance Guide)
8. Contractors shall enter and recover all overpayments following the Department guidelines. (See W-2 Manual, Section 10.3)
9. Contractors shall determine whether additional benefits are due, enter the information about the additional benefits into CARES, and issue all auxiliary payments (to correct for under payments) following the Department guidelines. (See W-2 Manual, Section 10.2.6 and Appendix - Benefit Issuance Guide)

10. Contractors shall issue Emergency Payments for eligible applicants waiting for an initial W-2 payment. (See W-2 Manual, Section 19.1) Unlike W-2 payments, Emergency Payments are not issued out of CARES.
11. Contractors shall follow the W-2 Manual, Appendix - Benefit Issuance Guide and apply all payment reductions including W-2 hourly sanctions, Learnfare sanctions, drug felon penalties and recoupment.
12. Contractors shall enter vendor information into CARES when participants request part or all of their W-2 payment in the form of a vendor payment. (See W-2 Manual Appendix - Benefit Issuance Guide)
13. Contractors shall add or delete bank information for Electronic Funds Transfers (EFT) for W-2 payments to W-2 Assistance Groups. Contractors shall process failed EFTs to ensure participants receive their benefits.
14. Contractors shall hold benefits in CARES and disperse W-2 checks at the agency only at the request of the participant or when the participant has no alternative mailing address.
15. Contractors shall process affidavits for lost, stolen, or destroyed checks and process requests for replacement checks.
16. Contractors shall act to intercept W-2 or JAL checks in emergency situations.
17. Contractors shall complete written verification for checks reported as lost or stolen and identified by a bank as having been cashed. (See W-2 Manual, Appendix - Benefit Issuance Guide)

#### D. Provide Case Management for W-2 Participants

1. Contractors shall provide case management services to the eligible parent who is required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
2. Contractors shall conduct initial and ongoing assessments. These assessments shall include career assessments that measure work styles, skills, and interests. Other initial and ongoing assessments that Contractors offer to participants shall include educational needs assessments, the BST, and any vocational evaluations or assessments as determined necessary. The information gathered from these assessments will aid in the development of the Employability Plan. Contractors shall record assessment results in CARES. (See #8 below and W-2 Manual, Chapter 5)

3. Contractors shall ensure their staff members maintain the skills necessary to: 1) interpret screening and informal assessment results, 2) identify which eligible parents require a formal assessment by a trained professional, 3) refer to the most appropriate qualified professional (physician, psychologist, vocational evaluator, etc.) to conduct the formal assessment, and 4) communicate directly with the qualified professional to dispute questionable or incomplete assessment results. (See W-2 Manual, Chapter 5)
4. Contractors shall identify and maintain a list of qualified professionals who are available in the area to complete necessary assessments. (See W-2 Manual, Chapter 5)
5. Contractors shall cover any costs of the assessments that are not otherwise covered by medical assistance or private insurance. (See W-2 Manual, Chapter 5)
6. Contractors shall keep medical diagnoses and other confidential information in a sealed envelope in the paper file. (See W-2 Manual, Section 4.4.6)
7. Contractors shall use the results of the formal and informal assessments to inform their decisions related to placement and activity assignment, and to determine the need and process for providing reasonable accommodations. Contractors shall use the results of the screening and ongoing assessments to make initial and ongoing placement decisions in consultation with the applicant or eligible parent. Contractors shall enter placement decisions into CARES. (See W-2 Manual, Chapters 5 and 7)
8. Contractors shall use the screening and assessment, including career assessment, results to develop an Employability Plan (EP) for all W-2 eligible parents. (See W-2 Manual, Chapter 6) Contractors shall enter EPs into CARES.
  - a) The EP shall include the goals for the applicant or eligible parent. These goals shall correspond with the skills and interests of the applicant or eligible parent. Contractors shall use the informal assessment process to establish these individualized goals.
  - b) The EP shall include all the activities assigned to the applicant or eligible parent which are designed to meet their individual goals.
9. Contractors shall meet at least once a month with each eligible parent to review the assigned activities and the progress toward meeting the established goals. Contractors shall provide services that are strengths-

based, family-centered, and consistent with eligible parents' interests and goals. Contractors shall include parents in the decision making process. (See W-2 Manual, Chapter 6)

10. Contractors shall track time limits and discuss the impact of time limits with applicants and eligible parents. (See W-2 Manual, Section 2.10)
11. Contractors shall complete an EP review at least once every six months or more often based on eligible parents' circumstances. (See W-2 Manual, Chapter 6)
12. Contractors shall document interactions with and about applicants and eligible parents in CARES. (See W-2 Manual, Section 4.3.3)
13. Contractors shall comply with all confidentiality requirements for applicants and eligible parents' records. (See W-2 Manual, Chapter 4)
14. Contractors shall provide case management services and appropriate activities to eligible parents in all W-2 placements, including individuals in case management placements.
15. Contractors shall assess the Custodial Parent of an Infant (CMC) prior to the end of their CMC placement to determine the need for ongoing W-2 services and document the results in CARES. (See W-2 Manual, Section 7.4.5)
16. Contractors shall encourage Custodial Parent of an Infant (CMC) eligible parents to volunteer for employment-related services offered within the W-2 program during the 8-week CMC period and immediately afterward, including parenting classes, budgeting classes, family planning services and, once appropriate, job search. However, these services cannot be mandatory activities while the eligible parent is in the CMC placement. (See W-2 Manual, Section 7.4.5)
17. Contractors shall ensure that the W-2 program is accessible to fathers as well as mothers according to the following W-2 policies:
  - a) Two-parent households (W-2 Manual, Chapter 14)
  - b) Determining the W-2 custodial parent (See W-2 Manual, Section 2.3)
  - c) Serving the expanded pool of noncustodial parents, including a JAL, or case management services (See W-2 Manual, Section 7.5.1 and 17.2.1)
18. Contractor shall identify the applicant's need for any supportive services

(e.g. transportation, credit establishment, or repair assistance). The contractor shall either provide the necessary service if it does not exist in the community or ensure that applicants are connected with other programs that will either provide the service or cover the cost of the supportive service. [Wis. Stat. § 49.143(2)(cr)]

19. Contractors shall assist families by providing access to needed community services provided by partner agencies within their geographical area, assuring that there is no duplication of effort. (See W-2 Manual, Section 1.2.4) Contractors shall not duplicate services offered by the Public Workforce System, Wisconsin Job Centers, Child Welfare agencies, Tribal TANF programs, and other public or community based support services. Contractors shall work with the following relevant stakeholders to provide services to eligible parents:

- Job Centers;
- Workforce Innovation and Opportunity Act providers;
- Division of Vocational Rehabilitation providers;
- Technical Colleges;
- Literacy networks;
- Community Action Agencies;
- Income Maintenance providers (FoodShare, Badger Care, and Caretaker Supplement);
- Wisconsin Shares Child Care eligibility and authorization providers;
- MA Transportation providers;
- Department of Corrections;
- Wisconsin Economic Development Corporation (WEDC) (formerly the Department of Commerce) (Admin Rule 101.05 (8) – Work with the WEDC to provide training to eligible parents in conjunction with employers eligible for the development zone program under sub. ch. VI of ch.560, Stats.);
- County and Tribal Child Support Agencies;
- Veteran’s Services;
- Child Welfare System;
- Domestic Violence Service providers;
- Women, Infants, and Children (WIC) providers;
- Mental Health providers;
- Alcohol and other substance addiction providers;
- Shelter, low-income, affordable housing resources;
- Children’s long term care support providers;
- Aging and Disability Resource Centers;
- Family Resource Centers;
- Low-income legal services providers; and
- Any other relevant local service providers.

20. Contractors shall assist applicants and eligible parents to identify and apply for services in the community.

#### E. Assign Individualized Activities

1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
2. Contractors shall ensure that the full range of W-2 activities listed in the W-2 Manual, Appendix - Activity Code, is available across the geographical area. Provision of these activities may be done by the Contractor directly, through formal subcontracts with other organizations/entities or by partner agencies in the community.
3. Contractors shall assign individualized activities that help eligible parents meet their goals of obtaining employment or Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI). In assigning activities, Contractors shall use information gathered in informal and formal assessments, career assessments, and the eligible parent's past successes and failures as they have attempted to comply with the assigned activities
4. Contractors shall consider any changes in circumstances of the applicant or eligible parent and adjust the assigned activities to reflect those changes.
5. Contractors shall assign activities in a way that is consistent with W-2 policy, maximizes the Contractor's ability to meet the Federal Temporary Assistance for Needy Families (TANF) Work Participation Rate, and does not compromise the requirement to provide individualized services.
6. Contractors shall provide any reasonable accommodations applicants and eligible parents need to participate in assigned activities. (See W-2 Manual, Section 1.3) Contractors shall record the accommodation in CARES.
7. Contractors shall not assign any activity at a location that exceeds one hour of travel time, one way for the applicant or eligible parent.
8. Contractors shall continually monitor the quality of the services delivered by the agencies to which they refer eligible parents.
9. Contractors shall monitor applicants' and eligible parents' progress in assigned activities and use their progress in assigned activities to inform future decision making regarding placement decisions and activity assignment.

10. Contractors shall provide any supportive services and transportation applicants and eligible parents need to participate in assigned activities. Supportive services check vouchers are not issued out of CARES. Contractors shall issue these supportive services manually. Contractors shall record issued supportive services in CARES(Screen WPSS) and CARES case comments.

#### F. Provide Employment Services

1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent in the family when the family is receiving Wisconsin Shares Child Care or when the second parent volunteers to participate.
2. Contractors shall actively help applicants and eligible parents find employment in the local labor market. Contractors shall:
  - a) Have thorough knowledge of local labor market information, including high-growth industries and career paths that exist within those industries;
  - b) Identify those employers within local area industry that are best prepared to employ the W-2 population;
  - c) Understand local industry trends and occupations and have capacity to engage with employers to assist in meeting their recruitment needs; and
  - d) Have the ability to identify the skill-sets local industries need and apply related skill development to work experience and skills training models.
3. Contractors shall assess each eligible parent's career interests and aptitudes by using career assessment tools that measure work styles, skills, and interests. The Test of Adult Basic Education (TABE) is not a career assessment tool and shall be used to assess educational needs only. The Contractor shall use career assessment results, and a career exploration and planning process, to develop the employability plan together with the participant. The employability plan shall include both long-term and short-term career goals with action steps/objectives and the appropriate combination of services and training needed to achieve each goal. Assigned activities shall directly relate to the career assessment results and the subsequently developed employability plan.
4. Contractors shall provide and assign job search activities structured to

meet the needs of the applicant or eligible parent including specific job leads for up-front and ongoing job search requirements. (See W-2 Manual, Section 2.9)

5. Contractors shall provide job development services including but not limited to researching the local labor market and contacting employers to discover job opportunities that would be appropriate for local W-2 applicants or eligible parents and matching individual applicants or eligible parents to the jobs identified. Job development also includes arranging job interviews and providing post interview follow up with both the W-2 eligible parent and the local employers.
6. Contractors shall identify and develop a wide range of work experience sites across the entire geographical area and enter into worksite agreements with all work experience providers.
7. Contractors shall develop work experience sites for eligible parents who need to improve their work place behaviors prior to or simultaneous with the development of their marketable skills.
8. Work experience sites shall provide marketable skills that correlate with the local labor market, and prepare individuals for unsubsidized jobs. (See W-2 Manual, Chapter 7)
9. Contractors shall monitor the quality of work experience sites to ensure they provide eligible parents with experience and skills that are likely to lead to employment.
10. Contractors shall provide Workers Compensation insurance for all work experience participants.
11. Contractors shall monitor the participation and progress of each eligible parent at a work site and assess whether the eligible parent is developing the marketable and interpersonal skills they need to obtain and retain unsubsidized employment.
12. Contractors shall help resolve issues that develop at the work site such as absenteeism, tardiness, interpersonal behavior issue with co-workers and supervisors, inappropriate use of personal cell phones during work hours, etc.
13. Contractors shall provide retention and advancement services. Contractors shall work with and coach eligible parents to help them develop the skills necessary to retain employment and advance to higher classifications and pay rates. Contractors shall provide up to 12 months of follow-up case management services to those eligible parents who find employment. At a



minimum, post-employment services shall include case management, assistance in accessing education and training to help the eligible parent advance, and help in negotiating difficulties on the job. Post-employment services may also include financial incentives and supports. (See W-2 Manual, Chapter 7)

14. Contractors shall provide applicants and eligible parents with post-employment supports including on-going services and referrals to address issues that arise and could threaten job retention. These services or referrals include, but are not limited to Wisconsin Shares Child Care assistance, FoodShare (FS), BadgerCare Plus (BC+), Job Access Loans (JAL), and information regarding the state and federal Earned Income Tax Credits (EITC) and Homestead Tax Credit.
15. Contractors shall assist individuals who lose employment in obtaining employment as quickly as possible.
16. Contractors shall work with local Workforce Development Boards (WDB) to maximize the services available to eligible parents and to provide services across agencies. (See Wis. Stat. § 49.143(2r) and the W-2 Manual, Appendix – Job Centers)

#### G. Provide Employment-related Education and Training Services

1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
2. Contractors shall administer educational needs assessments to determine the education levels of all W-2 applicants and prior to making W-2 placement changes for eligible parents. (See W-2 Manual, Section 8.2.1)
3. Contractors shall use educational needs assessment results to provide eligible adults with appropriate education activities including, but not limited to, a course of study meeting the standards established under Wis. Stat. § 115.29(4) for the granting of a declaration of equivalency of high school graduation; English-as-a-Second Language, and adult basic education courses. (See W-2 Manual, Section 8.3)
4. Contractors shall use the career assessment and the educational needs assessment results to match eligible adults to appropriate technical college courses and other educational courses that provide an occupational skill.
5. Contractors shall work with technical colleges or other accredited educational institutions to offer certified (or diploma/degree) training

programs. Contractors shall ensure that training courses be tied directly to occupations for which there are job openings in the local labor market. (See W-2 Manual, Section 8.3)

6. Contractors shall use the educational needs assessment or career assessment results to match eligible adults to appropriate job skills training, including customized skills training.
7. Contractors shall have available a wide range of jobs skills training programs across the geographical area, including customized job skills training programs.
8. Contractors shall work with local employers to design customized job skills training programs based on the skill needs of employers in the local labor market.
9. Customized job skills training programs shall include employer participation in the design and implementation of the training and shall utilize adult learning strategies.
10. Contractors shall have the capacity to develop new skills training curricula and create connections with other workforce development entities to expand customized skills training opportunities in the geographical area.
11. Customized job skills training programs shall be designed using industry-approved training requirements and in alignment with known career pathways in the local labor market.
12. Contractors shall match eligible parents to education and career pathway programs so that they can attain the basic skills they need to enter job skills training programs.
13. Contractors shall ensure that eligible parents who complete training have acquired marketable job-specific skills.
14. Contractors shall establish a referral relationship with other employment and training programs so that eligible parents may access a variety of education and training opportunities. (See W-2 Manual, Section 8.1)
15. Contractors shall cover the costs of any allowable education and training services for eligible parents that are not otherwise covered by a funding source, except for full time technical college. Contractors shall leverage non-TANF dollars through connecting eligible parents with community programs that can fund education and training programs. (See W-2 Manual, Section 8.3.2.2)

16. Contractors shall use the aggregated education and training policy to allow eligible parents placed in a Community Service Job (CSJ) or W-2 Transition (W-2 T) access to education and training services. (See W-2 Manual, Section 8.3.2.3)
17. Contractors shall allow 18- or 19-year old eligible parents placed in a CSJ who have not obtained a high school diploma or equivalent to decide whether to attend high school or to enroll in a course of study meeting the standards established under s. 115.29(4), Wis. Stats, in order to satisfy, in whole or in part, the required hours of participation in a CSJ. (See W-2 Manual, Section 8.3.2.1)
18. Contractors shall track the eligible parent's attendance record, completion results, and course pass or fail in CARES.

#### H. Provide SSI/SSDI Services

1. Contractors shall provide the services in this section to eligible parents who are required to participate or to the second parent because the family is receiving Wisconsin Shares Child Care or the second parent volunteers to participate.
2. Contractor shall maintain staff who possess a working knowledge of Social Security Administration (SSA) guidelines used to determine SSI/SSDI eligibility including, but not limited to, the forms needed to apply and the methods used by SSA when determining eligibility.
3. Contractors shall identify applicants and eligible parents who have been determined to have a reasonable chance of obtaining SSI/SSDI based upon the informal assessment, formal assessment, and consultation with other providers of disability-related services. (See W-2 Manual, Section 7.4.3)
4. For those W-2 eligible parents interested in pursuing SSI/SSDI and whom the Contractor believes have a reasonable chance of obtaining SSI/SSDI the Contractor shall:
  - a) Assign the individual to a W-2 Transition placement; and
  - b) Ensure the eligible parent has an EP with the primary goal of obtaining SSI/SSDI.
5. Contractors shall gather the information necessary to build a strong case for SSI/SSDI. Contractors shall gather needed information about the eligible parent's capacity to work and ability to gain SSI/SSDI through formal and informal assessments, through the case management relationship, and

through the eligible parent's experience participating (or failing to participate) in assigned activities including work experience. (See W-2 Manual, Section 7.4.3)

6. Contractors shall assist eligible parents in navigating the SSI/SSDI application and appeals process and shall provide legal services to eligible parents. Contractors shall provide a full range of SSI/SSDI advocacy services or shall subcontract or refer eligible parents to an SSI/SSDI advocate. When an eligible parent elects to pursue a referral to an SSI/SSDI advocate, Contractors shall seek a release of information from the eligible parent and work closely with the referral advocate in an attempt to expedite SSI/SSDI eligibility for the eligible parent. (See W-2 Manual, Section 7.4.3)
7. Contractors shall review, monitor, and document in CARES the progress of the SSI/SSDI application process.
8. Contractors shall have available the full range of W-2 activities for eligible parents.
9. Contractors shall review, monitor and document in CARES the progress of their eligible parents with assigned activities, including medical treatment plans.
10. Contractors shall create and manage work experience sites across the geographical area for eligible parents. These sites shall include employment supports tailored to the needs of the eligible parent, including job coaching, access to supported work environments and other work accommodations to ensure the eligible parent can participate to the fullest extent possible.
11. Contractors shall provide any reasonable accommodations applicants and eligible parents need to participate in assigned activities. (See W-2 Manual, Section 1.3) Accommodations shall be recorded in CARES.
12. Contractors shall create a transition plan for eligible parents moving to SSI/SSDI. The transition plan shall identify the resources needed to address personal and family needs. (See W-2 Manual, Section 7.4.4)
13. Contractors shall assist eligible parents in applying for the Caretaker Supplement Program.

#### I. Verify and Track Attendance

1. Contractors shall verify and track attendance in assigned activities based on Wisconsin's TANF Work Verification Plan

[http://dcf.wisconsin.gov/w2/rfp/2013/attachments/work\\_verification\\_plan.pdf](http://dcf.wisconsin.gov/w2/rfp/2013/attachments/work_verification_plan.pdf)). (See W-2 Manual Appendix - TANF Work Participation Requirements) Verification shall be scanned into ECF according to policy. (See W-2 Manual, Section 4.4) Participation shall be entered into CARES by established time periods.

2. Contractors shall determine good cause for non-participation. (See W-2 Manual, Section 11.2). Good cause shall be entered into CARES by established time periods.
3. Contractors shall apply hourly payment reductions for missed hours without good cause in CARES. Contractors shall notify eligible parents if missed hours result in a potential payment reduction of 20% or more. (See W-2 Manual, Section 11.3.1)

J. Trial Employment Match Program and Expanded Noncustodial Parent Services Pilot

- **NOTE:** This section applies to Milwaukee County geographical areas and the North Central, Southwest, and Southeast Balance of State geographical areas.

1. Trial Employment Match Program (TEMP)

- a. Contractors shall administer TEMP as described under the Contractor's approved service delivery plan.
- b. Contractors shall develop TEMP job placements with local area employers.
- c. Contractors shall conduct career assessments to match appropriate eligible parents to TEMP employers.
- d. Contractors shall enter into a TEMP agreement with each employer.
- e. Contractors shall disseminate wage subsidies for TEMP jobs (See W-2 Manual, Section 7.3.3) These subsidies are processed manually by the Contractor. Unlike W-2 payments, TEMP job subsidies are not issued out of CARES.
- f. Contractors shall monitor the progress of eligible parents in a TEMP placement.
- g. Contractors shall help resolve issues that develop at the work site.

## 2. Expanded Noncustodial Parent (NCP) Services

- a. Contractors shall conduct career assessments to match appropriate eligible NCPs to TEMP employers. (See W-2 Manual, Section 7.5.1.2)
- b. Contractors shall disseminate stipends for NCP participation in W-2 activities. (See W-2 Manual, Section 7.5.1.3) Stipends are processed manually by the Contractor and are not issued out of CARES.
- c. Contractors shall monitor the progress of eligible NCPs and engage NCPs in W-2 activities that prepare the individual for a TEMP job or unsubsidized employment.
- d. Contractors shall collaborate with local child support agencies (CSAs) and other entities involved with the child support program, e.g., judiciary, corporation counsel, etc.
- e. Contractors shall establish a process for receiving NCP referrals for CSAs and notifying CSAs when a NCP begins a TEMP job or unsubsidized employment.

## K. Operate a Children's Services Network

1. Contractors shall establish a Children's Services Network to provide information about community resources available to the dependent children in a W-2 Group, including charitable food and clothing centers; subsidized and low-income housing; transportation subsidies; the state supplemental food program for women, infants and children; and child care programs. [See Wis. Stat. § 49.143(2)(b)]
2. Contractors operating in Milwaukee County shall ensure that their Children's Services Network provides a forum for those interested in the provision of child welfare services to communicate with and make recommendations to the providers of those services in that geographical area. [See Wis. Stat. § 49.143(2)(b)]

## L. Operate a Community Steering Committee

1. Contractors shall establish a Community Steering Committee within 60 days after the date on which the contract is signed in accordance with state statutes. [See Wis. Stat. § 49.143(2)(a)]

## M. Operate a Learnfare Program

1. Contractors shall operate a Learnfare Program according to the policies outlined in W-2 Manual Chapter 16.
2. Contractors shall ensure that minor parents who are a part of a W-2 group have access to child care.
3. Contractors shall gather required verification and scan information into ECF.

#### N. Manage Dispute Resolution Process

1. Contractors shall manage the Dispute Resolution Process according to Department policies. (See W-2 Manual, Chapter 12)
2. Contractors shall schedule Fact Finding Reviews within 8 working days from the date a request for Review is received. (See W-2 Manual, Section 12.2.5)
3. Contractors shall issue a decision within 5 working days after the Review date. (See W-2 Manual, Section 12.2.9)
4. Contractors shall comply with decisions within 10 calendar days after the decision date.
5. Contractors shall enter the Fact Finding Review information and results into CARES by the 10th day of each month for the prior month. (See W-2 Manual, Section 12.2.13)
6. Contractors shall scan the Fact Finding Review documentation into ECF. (See W-2 Manual, Section 12.2.11)
7. Upon request, Contractors shall submit the Fact Finding Review file to the Department of Administration, Division of Hearings within 5 working days after receipt of the request. (See W-2 Manual, Section 12.3.1)

#### O. Make W-2 Information Available According to Statutes

1. Contractors shall make available a monthly benefit report at its office showing the names of all persons receiving benefits including the amount paid during the preceding month. Agencies must use the *WEBI CL Report 02: Wisconsin Works (W-2) Monthly Recipient Report* located in the *Employment Programs* folder, *Wisconsin Works Caseload Reports* subfolder. (See Administrator Memo 13-02 and Wis. Stat. § 49.32(9))
2. Contractors shall follow Wis. Stat. § 49.32 (9- 11) when responding to any requests for information about a recipient of W-2 benefits.

3. Contractors shall release the current address of W-2 eligible parents to a law enforcement officer according to the requirements identified in statute. [See Wis. Stat. § 49.32(10)]
- P. Implement the Department's performance management approach (KidStat) that discusses data-driven reports and information in meetings where Division of Family and Economic Security leadership holds Contractors accountable by following up until problems are resolved and results are improved.
1. Assign key Contractor management staff to attend one or more DFES KidStat meetings to observe the format of these discussions.
  2. Have key management, IT, finance and other Contractor management staff attend KidStat training to be delivered by the Department.
  3. Participate in discussions with Department staff to identify the reports and data most relevant to Contractor's performance, costs, process improvements, outcome improvements, and data improvements to be discussed in regular Contractor KidStat meetings.
  4. Ensure the on time production of Contractor KidStat meeting materials with accurate, timely and area-specific data, as specified by the Department.
  5. Analyze the performance data to determine what the data says, what needs to be done by the Contractor in response to the data, and what changes in the data should be expected if the response is successful.
  6. Respond to questions and concerns about the performance data during the Contractor KidStat meeting, and prepare responses to questions or requests (Action Plan items) to be discussed in subsequent Contractor KidStat meetings.
  7. Participate in discussions with Department staff to modify or expand the data that are discussed in the regular Contractor KidStat meetings in response to changes in the program or as directed by the W-2 Administrator.

## **II. Operate W-2 Related Programs**

### **A. Emergency Assistance**

1. Contractors shall accept and process Emergency Assistance (EA) applications according to policy outlined in the EA Manual. Determining eligibility for EA is not automated in CARES. (Emergency Assistance



Manual)

2. Contractors shall verify and document all required EA eligibility criteria. Application, supporting documentation, and notices shall be scanned into ECF for EA applicants who are known to CARES or kept in the paper file for EA applicants not already in CARES. Information regarding the EA application shall be documented in CARES case comments if the applicant is known to CARES.
3. Contractors shall issue EA payments within 5 days after the Contractor receives the EA application unless a Payment Delay Exemption applies (Emergency Assistance Manual, Section 5.4.1) Unlike W-2, EA benefits are not issued out of CARES. Contractors shall issue these checks and the Department will reimburse the contractor.
4. Contractors shall use the Emergency Assistance Tracking System (EATS) to assist with verifying EA eligibility, and shall enter information on eligibility determinations and payment amounts into EATS prior to seeking reimbursement for EA payments through SPARC.
5. Contractors shall reconcile EATS data and SPARC data on a monthly basis.

#### B. Job Access Loans

1. Contractors shall accept applications and determine eligibility for Job Access Loans (JALs) according to policy. (See W-2 Manual, Chapter 17)
2. Contractors shall process JAL applications and loan repayments in CARES. (See W-2 Manual, Section 17.5.1)
3. Contractors shall collect repayments and enter the information into CARES. The Department will collect these payments through the SPARC system.
4. Contractors shall track in-kind community service and enter that information into CARES. (See W-2 Manual, Section 17.5, 17.5.3)
5. Contractors shall provide Workers Compensation insurance for all loan recipients who repay JALs through in-kind community service.
6. Contractors may inform JAL loan recipients about the option to repay JALs online at <http://dwd.wisconsin.gov/epayment/>. (See W-2

C. Provide Contracted Child Care

1. Contractors may operate a contracted child care program in the building where W-2 services are provided or contract for child care slots with a regulated provider. W-2 services include the W-2 application, orientation, meetings with the case manager, workshops, job clubs, classes, etc.
2. Contractors shall ensure that parents are either enrolled in W-2 or are in the process of applying for W-2 in order to use contracted child care.
3. Contractors shall allocate costs to other funding sources if caring for children whose parents are neither W-2 applicants nor participants.
4. Contractors shall ensure that children are in a quality child care setting while their parents are pursuing W-2 services.
5. Contracted child care programs may be either licensed or certified. Programs that are not licensed or certified are considered non-regulated programs (exempt) and must restrict services to children whose parent(s) remain on site at all times, unless the program is operated by a public school district. Refer to licensing requirements at: <https://dcf.wisconsin.gov/cclicensing>. Contractors shall not use contracted child care in order to replace the Wisconsin Shares Child Care Subsidy program. Contracted child care is expected to be drop-in care that is very short term (e.g., while an eligible parent participates in a soft skills workshop, attends an appointment, or spends an hour using a computer).
6. Contractor shall comply with all reporting requirements including monthly submittal of the Child Care Aggregate Report ACF-800.
7. Contractors shall submit an application in order to receive funding for contracted child care. The Department will issue the application within 30 days of the signed contract.

D. Manage Refugee Assistance Programs

- **NOTE:** This section applies to the West Central and Southern geographical areas of Milwaukee County and all Balance of State areas.
1. Contractors shall accept applications and determine eligibility for

Refugee Cash Assistance (RCA) and Refugee Medical Assistance (RMA), according to policy. (See W-2 Manual, Chapter 18)

2. Contractors shall verify all required eligibility criteria and scan supporting documentation into ECF.
3. Unlike W-2, RCA checks are not issued out of CARES. Contractors shall issue RCA checks manually and the Department will reimburse the Contractor. The Contractor will issue the checks to the refugees and report the expenditures into the SPARC system for repayment. Each month the Contractor must complete and submit to the State Refugee Coordinator the Monthly Refugee Cash Assistance Caseload Report which is due the 10th of the month following the month of report. The report must include the Name, SSN or I-94 number, Date of Arrival, Check Month, Check Date, Check Number, Check Amount, CARES Case Number, Number of individuals in the case, and Alien Number of the primary person. Evidence of verification of eligibility prior to issuance of a check shall be scanned into ECF. Contractors shall track and verify RCA client participation in the Volag's employment/training program. If the client is located in an area not served by a Volag, an FSET program or an agency with an ORR-funded employment program will provide the employment training program. Contractors shall verify with that program provider that the refugee is participating.
4. Contractors shall ensure that any refugee who becomes employed during the RMA 8-month eligibility period does not lose health benefits during that period. That is, if employment results in discontinuance of eligibility for MA benefits, the refugee is immediately transferred to RMA benefits-eligible status without a test for financial eligibility.
5. Contractors operating in Milwaukee (Southern and West Central geographical areas), Dane, Winnebago, and Brown Counties shall participate in the local refugee service-providers' network or consortium so that case management and employment services are closely coordinated and reported.
6. Contractors shall report refugee job entry data to the State Refugee Coordinator, located in the Bureau of Working Families, for all W-2 and RCA refugee cases, in addition to the other required W-2 reporting, and shall also report job retention data at the 90 day mark for all W-2 refugee cases. Job retention for RCA refugee cases is not required as a reporting category for Contractors
7. Contractors shall ensure that all services are made accessible to refugee clients who are not fluent in English in their native languages,

and that all work experience and job development activities are delivered in a culturally appropriate way.

8. Contractors shall understand cultural sensitivities of refugees in such things as appropriate dress, religious practices, gender roles, and food preparation so that refugees are not being placed in jobs where they will be unable to succeed for cultural reasons. Contractors shall also be prepared to help employers understand the reasonable accommodations that can be made for refugees to be successfully employed.
9. Contractors shall be prepared to do post-employment follow-up with refugees and/or employers in order to address any cultural, communication, or language issues that may potentially interfere with successful job retention.

### **III. Infrastructure**

#### **A. Physical Locations**

1. Contractors shall maintain enough physical locations for staff to successfully implement the requirements outlined in this Scope of Work and the service delivery model described in the Contractor's RFP response. The state does not mandate locations nor does the state provide free or reduced price locations in which Contractors can provide services.
2. Contractors shall maintain a space where applicants and eligible parents can search for employment. Contractors shall display in the designated public space all mandated signage and notifications, e.g., BST poster, Civil Rights Compliance, etc.
3. Contractors shall comply with the Pro Children Act of 1994. Since a portion of the funds under the Contract includes federal funds, the Contractors shall comply with Public Law 103-227 (20 U.S.C. ss. 6081-6084), also known as the Pro Children Act of 1994. The law requires that smoking is not permitted within any indoor facility (or portion thereof) owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18). The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infant, and Children (WIC) coupons are

redeemed.

## B. IT Systems Management/Telecom

All IT and telecom equipment purchased by the Contractor is the property of that Contractor. DCF does not provide any hardware to W-2 Contractors under this 2017-2018 renewal of the 2013- 2016 contract.

1. Contractors shall ensure that each worker has access to a computer with Office 2007 or newer and Windows XP or higher in order to perform their job duties.
2. Contractors shall ensure that workers have access to high speed internet (1.5 Mbps or higher), Internet Explorer Version 10 or higher, and email.
3. Contractors shall ensure that workers have access to scanners in order to save documents to the Electronic Case File (ECF). Only certain scanner models are compatible with ECF. The scanners shall be able to accommodate the volume of scanning needed. For information about ECF and scanners see the ECF Manual at:  
<http://www.emhandbooks.wisconsin.gov/ecf/ecf.htm>
4. Contractors shall ensure that workers have access to printers, copiers, and fax machines.
5. Contractors shall ensure that workers have telephones with voicemail capability. Contractors shall enter into a data sharing agreement with the Department. The data sharing agreement is Appendix D in the contract.
6. Contractors shall ensure that the computer security systems across the organization meet a uniform level as dictated by the data sharing agreement. This will include but is not limited to anti-virus definition, operating system and application updates, screen saver timeout, password security, and account administration.

## C. Required Use of State Automated Systems

1. Contractors shall use the automated systems listed in Exhibit 4 - Acronyms and Definitions for the 2013 W-2 and Related Programs Contract. With the exception of the Systematic Alien Verification for Entitlements (SAVE), these systems are developed and maintained by the State. While SAVE is maintained by the U.S. Citizenship and Immigration Services (USCIS), the CARES Security staff grant security access for SAVE. (See W-2 Manual, Section 2.4.1.1) For each

automated system, Contractors are responsible for the following:

- a) Contractors shall ensure that all required staff obtain the security level needed to access these automated systems.
  - b) Contractors shall ensure that all staff are trained on the required systems.
2. Contractors shall designate a CARES Coordinator who can respond to staff questions regarding any of the automated systems. Contractors shall first try to resolve systems issues in-house through the CARES Coordinator. If the CARES Coordinator is unable to resolve the problem, the CARES Coordinator may call the W-2 Help Desk for assistance.
  3. The Contractor shall designate a Contractor IT Security Officer, and a Functional Agency Security Liaison (FASL) (or Backup Contractor IT Security Officer) to ensure compliance with security precautions for state-owned automated systems and for ensuring confidentiality of program data, including but not limited to data in CARES, KIDS, and the Wisconsin Statewide Automated Child Welfare Information System (eWiSACWIS). The Contractor IT Security Officer is responsible for ensuring that access to the state's automated systems is used only for the purposes of administration of the programs under the Contract, and that each individual's level of access is requested and maintained at the minimum necessary for that individual to provide the contracted services.
  4. Contractors shall ensure that all needed documentation for determining initial and ongoing eligibility is accessible in the Electronic Case File (ECF) within 30 days of receipt.
  5. Contractors shall ensure that they are staffed to a level that ensures that documents are coded correctly and scanned into ECF within the required time periods. (See ECF Handbook, Section 1.1.5 and Administrator Memo 13-01)

#### D. Staff

1. Contractors shall recruit and hire staff with the skill sets necessary to perform all of the requirements outlined in this Scope of Work that are not subcontracted or provided by a partner agency. Contractors shall consider hiring the existing trained W-2 workforce.
2. Contractors shall provide a list of all staff positions responsible for carrying out activities described in this Scope of Work. For each

position, the Contractors shall provide a position description and establish minimum education, experience, and skill requirements.

3. Contractors shall have a staff performance evaluation system and remedial plan that ensures that each staff person performs at an acceptable level to meet all of the requirements in this Scope of Work.
4. Contractors shall maintain a staffing level that allows for a FEP-to-caseload ratio of no more than 80 cases (including both paid and unpaid) for each FEP. A FEP is not required to exclusively work with the W-2 program if s/he is also providing case management for another work program, e. g., FSET or Workforce Innovation and Opportunity Act (WIOA).
5. Contractors shall complete 100% time reporting.
6. Contractors shall submit to the Department an annual FTE report as defined by the Department.
7. Contractors shall notify the Department of any changes to its staffing plan prior to the implementation of those changes.

#### E. Training

1. Contractors shall ensure that staff complete training programs required by the Department [Wis. Admin. Code DCF § 103.04 (1)]. The Department provides extensive training opportunities, both via classroom and distance programs. A full curriculum list along with course descriptions, calendars, and resources in W-2 policy, systems, and case management is available through the DCF Learning Center. A logon ID is required to access the Learning Center. To request a logon and view instructions go to [https://wss.ccdet.uwosh.edu/stc/dcf/PDFfiles/LCAccessHelp\\_0212.pdf](https://wss.ccdet.uwosh.edu/stc/dcf/PDFfiles/LCAccessHelp_0212.pdf). Contractors will not have the flexibility to train New Workers in-house.
2. Contractors shall ensure that all W-2 workers are trained on all W-2 policy and procedures and automated system updates that are issued by the Department according to the timelines established by Administrative Rule. (See Wis. Admin. Code DCF § 103.06)
3. Contractors shall enroll staff in the Department's W-2 New Worker training required by Administrative Rule [Wis. Admin. Code DCF § 103.03(1)] within the first 6 months of employment. Training for new W-2 staff and supervisors is offered via trainer supported distance learning. This training requires 90-150 hours to complete. Each Contractor must have at least one trained FEP. Staff may not

determine eligibility or make independent case management decisions until they have completed the New Worker training. [See Wis. Admin. Code DCF § 103.03(b)(c)] A trained FEP does not have to be on site with an untrained FEP, however, a trained FEP must be available at all times to confirm eligibility and review and approve case management decisions. Supervisors must complete the same New Worker training their supervisees complete. [See Wis. Admin. Code DCF § 103.03(1m)] W-2 workers who completed New Worker training and performed FEP functions in 2016 do not need to retake New Worker training.

4. Contractors shall ensure that staff attends 12 hours of training on Balancing Domestic Abuse Issues and W-2 Participation within the first year of employment. [See Wis. Admin. Code DCF § 103.03(3)]
5. Contractors shall develop internal procedures to assess staff knowledge and interpretation of policies and procedures.
6. Contractors shall provide the Department with annual reports of staff training [Wis. Admin. Code DCF § 103.07 (1)] by the second Friday in January of each calendar year. The report will document training completed by all supervisors, new and experienced FEPs and new and experienced Resource Specialists during the previous year.
7. Contractors shall identify an Agency Training Liaison (ATL) as part of the management team. The ATL acts as the point of contact for the Department's Partner Training Section. The ATL is responsible for the training needs of agency staff, coordinating the logistics for delivery of the Department's training programs, and participating in the development and evaluation of the Department's training programs. The ATLs are the first point of contact for W-2 New Worker Training.

#### **IV. Standard Operating Procedures**

##### **A. Policy**

1. Contractors shall designate a staff member as the Policy Coordinator responsible for identifying program-wide policy, potential issues related to implementation as well as potential solutions to those issues. The Policy Coordinator shall have a thorough understanding of W-2 program policies and processes. The Policy Coordinator shall understand basic quality improvement and system re-engineering functions in order to improve on the quality of services delivered by the W-2 Contractor.



2. Contractors shall comply with all state issued policies. It is the Department's responsibility to interpret State and Federal law, rules or regulations, and any court order or settlement agreement and to create policy. The Department may issue a new policy mandate which is not required by State or federal law, rule or regulation, a court order, the Legislative Audit Bureau, or a settlement agreement, if the Department deems the new policy is necessary to implement service improvements. The Department will communicate changes in policy through the following means:
  - Wisconsin Works (W-2) Manual: <https://dcf.wisconsin.gov/manuals/w-2-manual/Production/default.htm>
  - DFES Administrator's Memos: <https://dcf.wisconsin.gov/w2/partners/policy/memos/admin>
  - DFES Operations Memos: <https://dcf.wisconsin.gov/w2/partners/policy/memos/operations>
3. Contractors shall ensure that all staff members have access to state-issued policies.

#### B. Create Standard Operating Procedures

The Department defines Standard Operating Procedures (SOP) as a written document outlining the internal steps the Contractor's staff follow to implement the W-2 policy. It is not a document that reiterates the W-2 policy.

1. Contractors shall develop SOPs for all requirements outlined in this Scope of Work
2. Contractors shall submit their original and any revised SOPs to the W-2 Regional Coordinators for approval.
3. Contractors shall perform contract duties in accordance with its approved SOPs.
4. Contractors shall update SOPs to reflect
  - a) Any system or policy changes;
  - b) Any quality improvement initiative; and
  - c) Any staffing or other organizational changes.

#### C. Quality Assurance

1. Contractors shall provide responses to inquiries, questions, and concerns from Department staff, including but not limited to W-2 Regional Coordinators within two business days of the request.
2. Contractors shall make available to the Department any reports, documentation or other requested information necessary for the Department to conduct its periodic reviews for program and contract compliance.
3. Upon request, Contractors shall provide the Department with the results of their internal monitoring of compliance
4. Contractors shall maintain records of potentially serious contract compliance issues. For each issue, the record shall include the date(s), a description of the issue, any resolution, follow-up actions, and the corresponding timelines. An example of a serious contract compliance issue is when the Contractor is clearly out of compliance with the required policy, such as not adhering to application timelines, ADA violations, or failure to serve an eligible parent. Maintaining these records will enable Contractors to identify systemic issues and alert Department staff of plans to address noncompliance.
5. Contractors shall assign staff members to participate in trial runs, program workgroups, and other committees led by the Department as needed to review the implementation of new policy, systems, etc.
6. Contractors shall identify a dedicated staff person as the Quality Assurance contact.
7. Contractors shall develop and maintain a quality assurance plan that:
  - Utilizes WebI, CARES on-line reports and other data systems for monitoring performance and identifying of quality improvement issues;
  - Ensures all required timelines and policies are adhered to;
  - Includes a system of procedures for identifying staff development and training needs; and
  - Incorporates information from Fact-Finding Reviews, customer complaints, and other mechanisms into overall quality assurance system.
8. Contractors shall comply with the Department's periodic reviews of agency staffing to ensure that the level of staffing competency and qualifications stated in the RFP response, or modifications approved by DCF, are maintained throughout the contract period. (See Contract Section XII. Monitoring and Compliance Review of the Contract

Agreement)

9. Contractors shall monitor their subcontractors at least annually or more frequently if necessary to ensure the quality of services. Contractors shall ensure that subcontractors follow W-2 program policy and procedures. Contractors shall ensure that all staff members adhere to the confidentiality requirements. (See W-2 Manual, Sections 4.2 and 4.4)
10. Contractors shall notify the Department of any critical issues that may result in the delay or inability to provide service including, but not limited to, building closures and system failures.

#### D. Fraud Management

1. Contractors shall develop and administer a plan to identify and address fraud. (See Administrator Memo 10-03)
2. Contractors shall identify a Fraud Representative for their agency.
3. Contractors shall develop and implement a Fraud Prevention Plan. (See W-2 Manual, Section 13.1.3)
4. Contractors shall develop procedures for Front End Verification, fraud referrals and investigations. (See W-2 Manual, Chapter 13 and IM Policy Manual Chapters 11-13)
5. Contractors shall develop agency procedures to determine when overpayments are the result of an Intentional Program Violation (IPV) and establish procedures for applying IPV in accordance with current IPV policy in Operations Memos or in the W-2 Manual. (See W-2 Manual, Section 13.4.1, Operations Memos 12 -55, 13-10 and 14-11)

#### E. Civil Rights

1. Contractors shall comply with the Department's civil rights requirements for contracts. (See <http://dcf.wisconsin.gov/civilrights/plans>)
2. Contractors shall cooperate with civil rights reviews as requested by the Department.

#### F. COOP

1. Contractors shall develop and maintain a Continuity of Operations Plan (COOP) in the event that the primary service delivery location

becomes uninhabitable or inaccessible for an extended period of time.

2. The Department reserves the right to review the W-2 Contractor's COOP Plan and to require revisions to the Plan if necessary.
3. Contractors shall conduct or participate in both fire evacuation and tornado shelter drills once each year and follow related safety precautions at locations with staff and equipment, including identifying a facility contact person if needed.

#### G. Subrecipient Performance Monitoring Plan

DCF is required to conduct subrecipient performance monitoring in addition to program monitoring. The purpose of this federally mandated subrecipient monitoring is to ensure that Wisconsin achieves federally mandated performance goals through the administration of the W-2 and related programs. The W-2 and Related Programs Subrecipient Performance Monitoring Plan outlines the monitoring objectives, activities, content, and frequency. The Contract Administrator will provide this plan to Contractors upon request.

DATA SHARING AGREEMENT  
BETWEEN THE  
WISCONSIN DEPARTMENT OF CHILDREN AND FAMILIES

AND THE

{RECIPIENT AGENCY}

Date

## **I. PARTIES TO AGREEMENT**

The parties to this agreement are the Department of Children and Families (DCF) (hereinafter referred to as the source agency) and the [recipient agency name] (hereinafter referred to as the recipient agency). DCF is the state agency responsible for the oversight and implementation of human service programs across Wisconsin including child welfare, child support, child care subsidies, child care regulation, child care quality and Temporary Assistance for Needy Families (TANF).

The Wisconsin Department of Children and Families, Division of Family and Economic Security, Bureau of Working Families administers work programs such as Wisconsin Works (W-2), Transform Milwaukee Jobs (TMJ), and Transitional Jobs (TJ), as well as related programs such as Job Access Loans (JAL) and Emergency Assistance (EA).

[Recipient agency name and description of organization]

## **II. PURPOSE OF EXCHANGE AGREEMENT**

The purpose of this agreement is to address the policies, security and confidentiality issues, extraordinary costs, and processes to facilitate sharing data on W-2, JAL, EA, and related programs between the parties. Data that will be shared are from state data systems including (but not limited to):

- Client Assistance for Re-employment and Economic Support (CARES)/ CARES Worker Web (CWW)
- Web Intelligence (WebI)
- Systematic Alien Verification for Entitlements (SAVE) • Kids Information Data System (KIDS)
- Electronic Case File (ECF)
- Emergency Assistance Tracking System (EATS)
- W-2 Plans
- Barrier Screening Tool (BST)

CARES/CWW provides access to data from the Social Security Administration (SSA) and the Department of Workforce Development (DWD) Unemployment Insurance Division (UI).

W-2 Contractors will also have access to view Wisconsin Shares applications including the Child Care Statewide Administration on the Web (CSAW) and Child Care Provider Information (CCPI).

W-2 Contractors will also have limited access to view Child Support information using KIDS.

W-2 Contractor security officers need to access the Wisconsin Integrated Security Application (WISA).

The data described above will hereinafter be referred to as W-2 and related programs data.

This agreement allows designated staff of the recipient agency to be provided W-2 and related programs data and information maintained by the source agency. Access to the data and

information shall be arranged by the data stewards identified in Appendix A. The specific staff authorized to receive data and information and the type of access for the recipient agency is delineated in Appendix B. Access to data and information is permitted only for legitimate operations under this agreement, as defined under Article III.

This agreement requires compliance by the parties with all state and federal laws, administrative codes and regulations, specifically, compliance with the Federal Information Security Management Act (FISMA), FISMA's requirements to follow Federal Information Processing Standards (FIPS) and the National Institute of Standards and Technology (NIST) special publications, under their current revisions. Legal emphasis includes, but is not limited to, Wis. Stat. Ch. 19, subch. 4, Wis. Stat. §§ 48.78, 49.32, 55.22, 146.81-816, Titles IV-A, IV-B and IV-E of the Social Security Act, Title 45 Public Welfare, Code of Federal Regulations, and related administrative memos and handbooks, such as the Bureau of Working Families Operations Memos.

This agreement shall remain in effect from: January 1, 2016 – December 31, 2020 unless the agreement is suspended under the terms set forth in Article XI.

### **III. SCOPE OF AGREEMENT**

This agreement allows the source agency to share information with the recipient agency for the purpose(s) of determining W-2 eligibility at application, six month review and ongoing eligibility; W-2 benefit issuance; Job Access Loan eligibility, payment, and repayment; documenting case management services; collection of screening and assessment information, including information from the BST; tracking employability plans and assigned activities; tracking non-participation and good cause; reporting; identifying the need for formal assessments; viewing Wisconsin Shares authorizations and attendance; viewing Child Support information, documenting Emergency Assistance eligibility and payments; documenting the transition plan from W-2 to SSI/SSDI; and monitoring payments related to operating W-2 and related programs.

The agreement allows the source agency to provide information on applicants and participants in W-2, EA, JAL, Wisconsin Shares, and Child Support, as well as their households and assistance groups, and payments related to operating these programs. The source agency approves the use of W-2 and related programs data for the purpose(s) stated above.

The information provided by the source agency may contain personal identifying information. The personal identifying information may be used for purposes of matching individual-specific data consistent with the purpose(s) stated above. The recipient agency is not authorized to release individual personal information or to contact individuals using the personal identifying information without the prior written approval of the source agency.

The specific information that will be provided by the source agency is described in Appendix B to the agreement.

### **IV. REQUIREMENTS TO RECEIVE INFORMATION**

All requests by the recipient agency for information or access to information systems and data bases shall be coordinated through the DCF Data Steward(s) (See Appendix A) for the source agency. These personnel shall respond in a timely manner to requests for information or access to information systems and data bases.

If specific requests by the recipient agency for information are denied or only partially granted by the source agency, the source agency shall provide an explanation of the reasons for the denial or limitation.

The recipient agency agrees to make all staff with access to data and information under this agreement aware of the contents of this agreement, state and federal confidentiality requirements, and the consequences of violating those confidentiality requirements.

The recipient agency agrees to store information received under this agreement in a secure manner in accordance with FISMA, limiting access to information only to the staff identified in Appendix B. For online access to information, the recipient agency agrees to implement internal controls to prevent unauthorized access to the information system or data as authorized by this agreement.

The recipient agency agrees to permit authorized personnel of the source agency to make on-site inspections to ensure adherence to requirements of this agreement.

## **V. CONFIDENTIALITY: SECURITY DUTIES AND OBLIGATIONS AND LEGAL DISCLOSURE REQUIREMENTS**

The recipient agency agrees to comply with all applicable state and federal laws, regulations, administrative memos and handbooks pertaining to the confidentiality of W-2, JAL, EA, Child Support, and Wisconsin Shares information. The recipient agency is responsible for complying with all changes in confidentiality requirements that take place after the Agreement is in place.

The recipient agency agrees to comply with the following measures to protect the confidentiality of any information provided under this Agreement and to protect such information against unauthorized access or disclosure, and specifically agrees that it will:

- A. Only use information subject to this agreement to the extent necessary to assist in the purposes in Article III and only disclose such information for the purposes defined in this Agreement;
- B. Store all data, including access passwords or login information, in a place electronically and physically secure from access by unauthorized persons. Data storage shall be in compliance with the FISMA, FISMA's requirements to follow FIPS and the NIST special publications, under their current revisions;
- C. Only store any digital copies of the Information received from DCF on [Recipient Agency Name] managed systems (including backup images or replicas), and shall not at any time utilize 3<sup>rd</sup> party, outside vendor, or cloud-based service providers for storage or transfer of Information received from DCF;
- D. Use the data only for purposes authorized by law and this Agreement;
- E. Not disclose data without prior written authorization from DCF;
- F. Store and process the data in an electronic formation in a way that is secure from access by unauthorized persons;
- G. Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored;
- H. Make the data accessible only to those staff of the recipient agency who require the data in the official performance of the job duties and for the specific purposes stated in this Agreement;
- I. Instruct all persons with access to the data on the confidentiality requirement of the Agreement, and the sanctions for unauthorized disclosure of information;



- J. Maintain a system sufficient to allow a complete and efficient audit of compliance within these safeguard provisions and the other requirements of this Agreement, including complete records of all use and disclosure and limitations on such use and disclosure, and allow random audits by the source agency;
- K. Apply requirements regarding confidentiality of information as set forth in applicable state statutes, administrative rules, employee handbooks, and policy manuals equally to information obtained pursuant to this Agreement;
- L. Prohibit the storage or transport of the data by means of unprotected media, such as (but not limited to) unencrypted laptop computers, tablets, iPads, mobile phone or Blackberry devices, unencrypted flash drives, unencrypted CD-ROMs, floppy disks, or the equivalent of these items;
- M. Personnel with online access shall access information using only their personally assigned user IDs. Sharing of IDs is prohibited;
- N. The recipient agency shall notify the source agency as soon as practicable, but shall not exceed 2 businesses days, if personnel with on-line access leave employment or change job functions so that user IDs can be promptly deleted.

The obligations of confidentiality assumed by the recipient agency pursuant to this Agreement shall not apply to the extent that the recipient agency can demonstrate that such information:

- A. Is part of the public domain without any breach of this Agreement by the recipient agency;
- B. Is or becomes known on a non-confidential basis, through no wrongful act of the recipient agency;
- C. Was known by the recipient agency prior to disclosure hereunder without any obligation to keep it confidential;
- D. Was disclosed to the recipient agency by a third party which, to the best of the recipient agency's knowledge, is not required to maintain its confidentiality;
- E. Was independently developed by the recipient agency; or
- F. Was the subject of a written agreement whereby DCF consents to the disclosure of such confidential information by the recipient agency on a non-confidential basis.

If the recipient agency or any of its representatives shall be under a legal obligation, in any administrative, regulatory or judicial circumstance, to disclose any Confidential Information, the recipient agency shall give the State prompt notice thereof (unless it has a legal obligation to the contrary) so that the State may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, the recipient agency or its representative shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

## **VI. DUTIES WITH RESPECT TO BREACH: UNAUTHORIZED USE, DISCLOSURE OR LOSS, INDEMNIFICATION AND EQUITABLE RELIEF**

If the recipient agency becomes aware of any threatened or actual use or disclosure of any data or information that is not specifically authorized by this Agreement, or if any data or information is lost or cannot be accounted for, the recipient agency shall notify DCF as soon as practicable, but shall not exceed 1 (one) business day from the time that the recipient agency becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the recipient agency's knowledge at that time, the persons affected and the data or information disclosed.

The recipient agency will take the following steps with concurrence from DCF:

- A. The recipient agency shall take immediate steps to mitigate any harmful effects of any unauthorized use, disclosure, or loss. The recipient agency shall reasonably cooperate with DCF's efforts to seek appropriate injunctive relief or otherwise prevent or curtail any threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable corrective action plan;
- B. The recipient agency shall notify the affected individuals by mail or by a method previously used by DCF to communicate with the individual. If the recipient agency cannot with reasonable diligence determine the mailing address of the affected individual and DCF has not previously communicated with that individual, the recipient agency shall provide notice by a method reasonably calculated to provide actual notice;
- C. The recipient agency shall notify consumer reporting agencies of the unauthorized release;
- D. The recipient agency shall offer credit monitoring and identity theft insurance to affected individual(s) from a company, and under terms, acceptable to DCF for one year from the date the individual(s) enroll(s) in credit monitoring;
- E. The recipient agency shall provide a customer service telephone line or hotline to receive telephone calls and provide assistance and information to affected individual(s) during hours that meet the needs of the affected individual(s), as established by DCF;
- F. The recipient agency shall adequately staff customer service telephone lines to assure an actual wait time of less than five (5) minutes for callers.

Pursuant to this Agreement and Wisconsin Statutes sections 893.82 and 895.46(1), in the event of a breach of the Agreement requirements on confidentiality by the recipient agency, the recipient agency shall indemnify and hold harmless the State of Wisconsin, DCF and its officers, employees or agents from any claims arising from the acts or omissions of the recipient agency, and its employees and agents, including but not limited to the costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, any court costs, expenses, and reasonable attorney fees, and other costs incurred by DCF for its actual staff time and other costs associated with DCF's response to the unauthorized use or disclosure constituting the breach.

The recipient agency shall indemnify and hold harmless the State of Wisconsin, DCF and its officers, employees or agents from any data released publicly or retained according to the contract, whether authorized or not.

The recipient agency acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individual(s) whose information is disclosed and to DCF, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that DCF, on its own behalf or on behalf of the affected individual(s), shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

## **VII. SHARING INFORMATION WITH THIRD PARTIES**

The recipient agency is prohibited from sharing any data or information received from the source agency. If such a requirement or need is foreseen or arises, a written, signed and dated agreement must be in place with the third party vendor prior to any data transfer being made.

The provisions of this agreement apply equally to any third party or vendor that the recipient agency allows to use data and information available under this agreement.

The recipient agency shall provide prior notice to the source agency of intended contractual relationships with third parties or vendors who may have access to data and information under this agreement. The notification shall include the nature of the relationship, the types of information that will be shared and the planned use of the information by the third party or vendor.

The recipient agency is required to have agreements in place with the third party or vendor to ensure that the terms of this information sharing agreement are enforced with the third party or vendor. The source agency reserves the right to approve the contents of such third party or vendor agreements.

The recipient agency is accountable for any violations of this information sharing agreement committed by the vendor or third party. The recipient agency shall ensure that the third party or vendor instructs all employees/providers with access to the information regarding the terms of the information sharing agreement and the confidential nature of the information about W-2 and related programs.

## **VIII. PRODUCTS PRODUCED FROM DATA**

The recipient agency and its affiliates are authorized to produce reports, documents, and electronic files using information under this agreement and as allowed by this agreement for any project related to the purpose of this agreement as described in Article III of this agreement.

Reports and electronic files that contain aggregate and summary information, and do not contain person-identifying information, or information from which personal identity can be inferred, created with data provided under this agreement and defined in Article III may be produced for internal use by the recipient agency. Reports and files that contain aggregate and summary information, and do not contain person-identifying information, or information from which personal identity can be inferred, may be produced for public distribution with the prior notification of the source agency. The source agency shall be notified at least ten (10) business days prior to the distribution and have the opportunity for advance review of any news releases, reports or documents, and files produced using information under this agreement. The source agency shall receive a final copy of all reports or documents at least 24 hours prior to the release to the public.

Reports, documents, and electronic files that contain person-identifying information, or information from which personal identity can be inferred, created with data provided under this agreement may be produced for internal use by the recipient agency with the prior approval of the source agency. The specific use and distribution of the reports or files shall be approved by the source agency prior to internal use by the recipient agency and its affiliates. Reports or files with personal identifying information may be produced for public distribution only with prior written approval by the source agency. The source agency shall be notified at least ten (10) business days prior to the distribution and have the opportunity for advance review of any news releases, reports or documents, and files produced using information under this agreement. The source agency shall receive a final copy of all reports and files at least 24 hours prior to the release to the public. The source agency may require the recipient agency to notify individuals or seek individual permission prior to releasing personal identifying information to

the public.

The source agency reserves the right to request changes in reports, documents or electronic files produced by the recipient agency if the reports or files inaccurately portray W-2 and related programs services provided by the source agency, or if the reports or files portray an inappropriate level of detail that would compromise the confidentiality of individually identifiable information.

All data files which are comprised of information under this agreement shall be the property of the source agency and the recipient agency cannot claim proprietary rights to nor otherwise restrict public use of the data files, except to maintain the confidentiality of data provided under the terms of this agreement. The recipient agency may copyright reports produced using data under this agreement provided that the source agency shall have a royalty-free, non-exclusive, irrevocable right to publish, reproduce, distribute and use all or any part of said reports in any manner and for any purpose, without limitation, and may authorize others to do the same.

Under the terms of this agreement, the recipient agency is not required to make reports or electronic files available to the public or a third party without an arrangement to recover costs associated with providing such reports or files. The recipient agency may charge for reasonable costs incurred to provide information to third parties pursuant to this agreement.

## **IX. DESTRUCTION OF RECORDS AND DATA**

The W-2 Contractor shall maintain all records and data (in either written or electronic form) as required by State and Federal law and as required by program policies for no less than the retention period specified in law or policy, after which they should be destroyed. Only reports that have been specifically approved for public release and that contain aggregate and summary information may be retained by the recipient agency.

All data destruction activities will be verified to the source agency by the recipient agency via a signed, dated and witnessed report. A witness for this action is defined as a second responsible person other than the Senior Information Security Officer (SISO), or similar, position.

## **X. SUSPENSION OR TERMINATION OF THIS AGREEMENT**

Upon 60 (sixty) days written notice, either party may suspend or terminate this agreement without cause.

The source agency may suspend or terminate the agreement immediately for cause under any of the following circumstances:

- A. Use of information provided under this agreement for an unauthorized purpose, as outlined in Article III;
- B. Failure to comply with the requirements for sharing information as outlined in Article IV;
- C. Failure to make reimbursement for the cost of information as outlined in Article V;
- D. Failure to protect the confidentiality of information or to protect such information against unauthorized access or disclosure as outlined under Article VI;
- E. Unauthorized use of information under this agreement by third parties or vendors as outlined in Article VIII;

- F. Failure to obtain approval to release reports or files and provide copies of such reports or files as outlined in Article IX;
- G. Access to data or information in a manner or by staff not authorized to receive data or information as outlined in Appendix B.

The termination or suspension of the agreement shall be effective immediately upon notification of the recipient agency. The source agency shall provide a written explanation of the termination or suspension within 30 (thirty) days after the notification to the recipient agency. The recipient agency shall cooperate with the source agency in investigations of individual staff violations and shall take appropriate actions against staff who commit violations of this agreement.

Any suspension of this agreement shall remain in effect until the source agency is satisfied that the recipient agency is in compliance with the terms of the agreement. The source agency may also suspend or terminate the access of individual recipient agency staff to data under this agreement without suspending or terminating the overall agreement.

The penalties under state and federal law for violations of confidentiality requirements pertaining to individually identifiable information may apply to the recipient agency or individual recipient agency staff regardless of actions taken by the source agency to suspend or terminate the agreement. Suspension or termination of the agreement shall not preclude the source agency from seeking prosecution of individuals or other imposition of penalties on the recipient agency for confidentiality violations as provided under state or federal law.

The confidentiality and disclosure requirements of this agreement survive the termination, for whatever reason, of the agreement itself, subject to applicable state and federal laws.

## **XI. AMENDMENT OF THIS AGREEMENT**

This agreement may be amended at any time by written amendment signed by the coordinators of the source and recipient agencies or their designees. Appendices to the agreement may be amended at any time by written agreement of the information coordinators for the source and recipient agencies.

Each party agrees to give the other party written notice within 30 (thirty) days after becoming aware of any policy, procedure or technology changes which may impact upon the performance of either party under this agreement.

This agreement is subject to federal and state law, codes and regulations, all of which are subject to change. Upon applicable federal or state law or regulation change, this agreement shall be considered immediately modified in accordance with each such change, without notice or written amendment.

This provision for automatic amendment shall not apply where one party provides written notice to the other party within 60 (sixty) days after the effective date of the federal or state law or regulation change that it desires to amend the agreement. Upon giving the required notice, the source and recipient agencies agree to negotiate the effect the particular federal or state law or regulation change will have on this agreement.

If this agreement conflicts with any future specific agreements between the source and recipient agencies, then that other specific agreement shall be the prevailing agreement regarding only

those specific parts of any such agreement that conflict with this agreement.

## **XII. OTHER ISSUES FOR AGREEMENT**

The source agency will make the recipient agency aware of changes to administrative data systems that will affect use of information shared and authorized by this agreement.

**XIII. SIGNATURE BLOCK**

**Division Administrator:**

\_\_\_\_\_  
Name (Print), Title

\_\_\_\_\_  
Signature and Signature Date

**Deputy Secretary:**

\_\_\_\_\_  
Name (Print), Title

\_\_\_\_\_  
Signature and Signature Date

**For Recipient Agency:**

\_\_\_\_\_  
Name (Print), Title

\_\_\_\_\_  
Signature and Signature Date

**APPENDIX A**  
**DATA SHARING AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF)**  
**AND THE**  
**[RECIPIENT AGENCY NAME]**

**DCF Data Steward(s):**

A DCF Data Steward is an individual designated by DCF to:

1. Coordinate, administer and maintain amendments (attachments) to this Data Sharing Agreement.
2. Coordinate requests between DCF and the authorized individuals listed below to facilitate access of data, monitor Data Recipient data sharing compliance, or request changes to this agreement.

Only the following authorized individuals shall be able to act as a DCF Data Steward in accordance with the goals of this agreement:

<b>Name/Title</b>	<b>Phone</b>	<b>Email</b>	<b>Level of Access</b>
Lucas Munz	(608)261-7624	Lucas.munz@wisconsin.gov	<b>DCF BITS Security</b>

**Data Recipient's Officials with Authority to Access or Request Information:**

Only the following authorized individuals shall be able to access information or data in accordance with the goals of this agreement:

<b>Name/Title</b>	<b>Phone</b>	<b>Email</b>	<b>Level of Authority</b>
			Choose one: Read Only, Read and Modify, Administrator

**Data Recipient's Officials with Authority to Grant Access:**

Only the following authorized individuals shall be able to establish users and grant access to information and data systems in accordance with the goals of this agreement:

<b>Name/Title</b>	<b>Phone</b>	<b>Email</b>	<b>Level of Authority</b>
			Add/Modify/Delete



The Data Recipient is expected to provide appropriate ongoing training and technical assistance for the above named individuals in support of the outcomes of this Data Sharing Agreement.

<p style="text-align: center;"><b>APPENDIX B</b> DATA SHARING AGREEMENT BETWEEN THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF) AND THE <b>[RECIPIENT AGENCY NAME]</b></p>
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**Access to be Provided:**

Access that will be provided will be to state data systems including (but not limited to):

- Client Assistance for Re-employment and Economic Support (CARES)/CARES Worker Web (CWW)
- Web Intelligence (WebI)
- Systematic Alien Verification for Entitlements (SAVE)
- Kids Information Data System (KIDS)
- Electronic Case File (ECF)
- Emergency Assistance Tracking System (EATS)
- W-2 Plans
- Barrier Screening Tool (BST)

CARES/CWW provides access to data from the Social Security Administration (SSA) and the Department of Workforce Development (DWD) Unemployment Insurance Division (UI).

W-2 Contractors will also have access to view Wisconsin Shares applications including the Child Care Statewide Administration on the Web (CSAW) and Child Care Provider Information (CCPI).

W-2 Contractors will also have limited access to view Child Support information using KIDS.

W-2 Contractor security officers need to access the Wisconsin Integrated Security Application (WISA).

**Access:**

**Method of Accessing Data:**

Access to data or systems identified above shall be granted in the following way:

In order to gain security access to CARES/CWW, SAVE, KIDS, and ECF, follow the instructions at: <http://www.dhs.wisconsin.gov/forms/F0/F00476A.pdf>

This includes creating a Department of Workforce Development (DWD) WI Logon ID and password at: <https://www.dwd.state.wi.us/accountmanagement/> and a Wisconsin WAMS User ID and password at: <https://on.wisconsin.gov/WAMS/home>.

Complete form F-00476 <https://www.dhs.wisconsin.gov/library/F-00476.htm> using

the instructions found at that link, and email to [DHSCaresSecurity@wisconsin.gov](mailto:DHSCaresSecurity@wisconsin.gov)

In order to gain security access to WISA: Access the Income Maintenance and Workforce Development Systems Gateway page at: <https://prd.cares.wisconsin.gov/#> Select the WISA link. Select the “Request a Wisconsin User ID and Password” link and follow the instructions to create a WAMS ID if you have not already done so from the links above. WISA must be also by requested on form F-00476: <https://www.dhs.wisconsin.gov/library/F-00476.htm>. Using the instructions found at that link, select “Other” and list WISA, and email to [DHSCaresSecurity@wisconsin.gov](mailto:DHSCaresSecurity@wisconsin.gov)  
WISA is usually granted to the lead worker(s) and the security person(s).

In order to gain security access to, EATS, W-2 Plans, and the BST, complete the form found at: <http://dcf.wisconsin.gov/forms/doc/2903.doc> and submit to [DCFSserviceDesk@wisconsin.gov](mailto:DCFSserviceDesk@wisconsin.gov)

Additional information on BST: <https://dcf.wisconsin.gov/w2/partners/bst>  
Additional information on EATS: <http://www.dcf.wi.gov/it/security/eats.htm>  
Login for W-2 Plans: <http://www.dcf.wi.gov/w2/applications.htm>

In order to gain security access to WebI, complete the form at: <https://dcf.wisconsin.gov/files/forms/doc/13916.docx>  
Email the form to: [DCFSserviceDesk@wisconsin.gov](mailto:DCFSserviceDesk@wisconsin.gov)

In order to gain security access to Wisconsin Shares systems, access the following websites:

CSAW: <https://dcf.wisconsin.gov/childcare/user-guides/csaw>

CCPI: <https://ccpi.wisconsin.gov/PrivilegedContent.aspx>

The CSAW user manual can be found here:

<http://www.dcf.wi.gov/childcare/wishares/CSAW/guide.htm>

The CCPI user manual can be found here:

<https://dcf.wisconsin.gov/files/publications/pdf/444.pdf>

## **Glossary of Terms:**

Barrier Screening Tool (BST) – The BST is a web based tool used to identify applicant / participant barriers and the need for a formal assessment. This tool contains reports related to the BST.

Client Assistance for Re-employment for Economic Support (CARES) – CARES is the mainframe system used to determine eligibility for W-2, Wisconsin Shares, FoodShare, and BadgerCare Plus. It is also supports Work Programs case management and reporting functions.

Client Assistance for Re-employment for Economic Support Worker Web (CWW) – CWW is the web version of the CARES system for eligibility and review processing.

Child Care Provider Information (CCPI) – CCPI is the web based system to view a Wisconsin Shares (child care) authorized child’s attendance at a provider.

Child Care Statewide Administration on the Web (CSAW) – CSAW is the web based system to view Wisconsin Shares (child care) provider information, authorizations, and payments.

Electronic Case File (ECF) – ECF is a secure, centralized repository that provides access to CARES clients' case documents and correspondence.

Emergency Assistance Tracking System (EATS) – The EATS system is a web based system used to track application history and payment of Emergency Assistance.

Kids Information Data System (KIDS) – KIDS is the mainframe system that supports the Child Support system (both collections and payments).

Systematic Alien Verification for Entitlements (SAVE) – SAVE is a web based system that assists agencies in determining immigration status of applicants so eligibility can be determined accurately.

W-2 Plans – W-2 Plans is the web based system that collects information for the transition of the participant to receiving SSI/SSDI.

Web Intelligence (WebI) – is the web based system of data reports.

Wisconsin Integrated Security Application (WISA) – WISA is the system that allows agencies to update supervisory units and information about workers such as their location, phone number, email, position begin and end date, and notes.

Wisconsin State Web Access Management System (WAMS) – WAMS allows users to access state web applications systems.

**Confidentiality:**

Except as otherwise authorized by law, the Data Recipient may not disclose confidential information for any purpose other than purposes associated with the administration of services under this Agreement.

1. "*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DCF or by a third party), that satisfy at least one of the following criteria:
  - a. Personally Identifiable Information;
  - b. Individually Identifiable Health Information;
  - c. Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon;
  - d. Information designated as confidential in writing by DCF; or
  - e. Constitutes an education record as defined by Family Educational Rights and Privacy Act (FERPA) 34 CFR Part 99 or Wisconsin State Statute.
  
2. "*Personally Identifiable Information (PII)*" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
  - a. The individual's Social Security number;
  - b. The individual's driver's license number or state identification number;

- c. The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account;
  - d. The individual's DNA profile; or
  - e. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
3. “*Individually Identifiable Health Information*” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
4. “The Family Educational Rights and Privacy Act (FERPA)” (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- a. Recipient will not identify the information contained in the Limited Data Set. Any reports or materials developed by the Recipient Agency or subcontractors that use data provided under this Agreement will not contain any personally identifiable information that is protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99. All reports and materials developed will be submitted to DCF prior to release or publishing for DCF’s approval, to ensure that no personally identifiable information is included. DCF will use, as its basis for review, its internal suppression rules as they exist at the time the report is published or released. DCF will make these suppression rules available to Recipient upon request.
  - b. Audit or Evaluation exception, under FERPA, allows for the disclosure of PII without consent to authorized representatives of the FERPA permitted entities. PII must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with federal legal requirements that relate to those education programs.
5. Confidential Information does not include information which is required to be disclosed by operation of law.

The Recipient Agency must instruct all employees and employees of subcontractors with access to information covered under this contract regarding the safeguarding of confidential individuals’ information required by State and Federal law. Training must precede any request for access and refresher training must be conducted once per year. The training must be documented by an acknowledgement and verification form.

Training may be accomplished by providing employees with confidentiality and security policy materials, such as those provided by the Department, and requiring those materials to be read.

Training must be documented by requiring each employee to sign an acknowledgement and verification stating that they have received and read the

materials, understand them, and agree to comply with them.

The acknowledgement and verification must be maintained by the Recipient Agency and be made available upon request for monitoring purposes.

## Appendix E

### TERMS AND CONDITIONS RELATING TO PAYMENTS:

#### **A. Payment Terms for Capitated and Performance Based Payments**

Payments by DCF under this Contract will consist of: (1) monthly capitation amount equal to 1/12<sup>th</sup> of 30% of the agency's total maximum budget; (2) performance payments for the attainment of program outcomes listed below; (3) incentive payments as described below; and (4) cost reimbursement for expenditures relating to Trial Employment Match Program (TEMP) wage subsidies, stipends and TEMP allowable services and administrative costs, Emergency Assistance (EA) payments, Contracted Child Care, and Refugee Cash Assistance, and Refugee Services funded by the Office of Refugee Resettlement. All Terms and Conditions affecting cost reimbursement under (5) above are contained in Section C. of this Appendix. DCF will provide W-2 Contractors with an annual Job Access Loan (JAL) target allocation from which JALs will be paid and an annual Contracted Child Care maximum budget from which onsite Child Care costs will be paid.

The following terms and definitions apply to payments pursuant to Section A of this Appendix. "Claim" means a request for payment for a performance outcome. "Verified claim" means a claim that the W-2 Contractor has evaluated and determined to be supported by documentation establishing that the claim meets the eligibility requirements. "Approved claim" means a verified claim that the agency has approved in the CARES system. "Pending claim" is a claim approved by the agency but has not been processed by the CARES system (i.e., Prior to 9:00 p.m. Central Standard Time (CST) on the last calendar day of the month.) "Submitted claim" means an approved claim in the CARES system at 9:00 p.m. on the last calendar day of the month. Claims may be submitted after the last calendar day of the month but will be applied to the next month. "Paid claim" is a submitted claim for which the W-2 Contractor has received a payment. "Denied claim" means a verified claim or a pending claim, which DCF has declined payment of or a paid claim that DCF determined after payment to be ineligible. "Withdrawn claim" means a claim the W-2 Contractor withdrew before or after payment.

##### 1. Monthly Capitated Payment

After receiving reporting of W-2 Contractor expenses through SPARC Expenditure Reports, DCF will pay the W-2 Contractor a monthly capitated amount equal to 1/12<sup>th</sup> of 30% of the total Contractor's maximum budget.

##### 2. Performance Payments

DCF has defined a set of program outcomes for which it will issue performance payments. After receiving SPARC online portal entries of W-2 Contractor expenses, DCF will pay the W-2 Contractor an agreed-upon amount for each

performance outcome attained up to the maximum budget for that outcome. DCF will calculate the performance outcome payment amount based upon the number of approved claims in CARES.

Program outcomes for which DCF will issue performance payments are:

- a) Job Attainment Performance Outcome
- b) Long-Term Participant Job Attainment Performance Outcome
- c) Partial Job Attainment Performance Outcome
- d) Job Retention Performance Outcome
- e) SSI/SSDI Attainment Performance Outcome

Process outcomes for which DCF will issue performance payments are:

- a) Timely Processing of EA Applications
- b) Noncustodial Parents Served
- c) All Families Work Participation Rate (WPR) Numerator
- d) Wisconsin Works Transition participants in the All Families WPR Numerator
- e) Two parent WPR Numerator

The W-2 Contractor is responsible for the validity of each program or process outcome. The W-2 Contractor is responsible for providing documentation supporting the validity of all program and process outcomes. The W-2 Contractor is also responsible for following all documentation, verification, and supervision policy. (See W-2 Manual, Appendix – TANF Work Participation Requirements) W-2 Contractors will complete the appropriate performance outcome data capture screens in CARES for each performance outcome. On the fifth business day of the month, DCF will generate a report on the performance outcome claims based upon information submitted by the W-2 Contractor in CARES. DCF reserves the right to 100% post payment adjudication of all claims or to review a sample of each claim type for accuracy and reserves the right to request additional verification or to deny payment for unsubstantiated claims.

3. Additional Performance Outcome Payments Above the Maximum Amount Proposed

DCF may, in its sole discretion, pay for additional outcomes above the maximum amount proposed by the Contractor for the geographical area according to the amount of additional outcomes. No payments for outcomes above the maximum amount proposed may be paid until the W-2 Contractor has met the negotiated amounts for every performance outcome category. The W-2 Contractor may not assume that performance payments above the proposed amounts will be approved or approved at the existing prices. The prices and quantities above the maximum budget will be negotiated between the Parties.

#### 4. Incentive Outcome Payments

Notwithstanding the maximum budget for the geographical area(s) served by the Contractor, DCF will pay contractors for the following achievements.

##### a) Quarterly WPR Incentive Payment

###### i. 50% All Families Rate

DCF is required to meet the Federal Temporary Assistance for Needy Families (TANF) Work Participation Rate (WPR) on an annual basis. W-2 Contractors who meet the quarterly Federal All Families WPR of 50% for the geographical area will be eligible for a performance payment. DCF will pay the WPR Performance payment quarterly. See the schedule identified in the Claims and Payment Calendar 2017: <https://dcf.wisconsin.gov/files/w2/contracts/claims-payments-calendar-2017.pdf>

DCF will determine the W-2 Contractor's quarterly Federal All Families WPR according to TANF guidelines. The W-2 Contractor is not required to submit a verified claim to be paid a WPR quarterly performance payment. No payments will be made for any quarter in which the W-2 Contractor does not meet the 50% level.

In its sole discretion, DCF may at the end of the federal reporting year make a payment to the W-2 Contractor of previously unearned Quarterly Performance Payments if the W-2 Contractor meets the Federal All Families WPR of 50% for the year.

##### b) W-2 Contractor Performance Rates Incentive Payments

DCF will pay a one-time Performance Rate Incentive Payment to the W-2 Contractors that have the highest performance rate in the balance of state or Milwaukee for any one or more of the following: Job Attainment, Job Retention or Long-Term Participant Job Attainment. A payment will be made to the W-2 Contractors in the balance of state with the highest rate for one or more categories among all balance of state W-2 Contractors based on 2017 performance. A payment will be made to the W-2 Contractors in Milwaukee with the highest rate for one or more categories among all Milwaukee W-2 Contractors based on 2017 performance.

###### i. Job Attainment Performance Rate

DCF will calculate this rate using the unduplicated annual case count total in the denominator and total job attainments for the year in the numerator.

###### ii. Job Retention Performance Rate

DCF will calculate this rate using the unduplicated annual case count total in the denominator and total job retentions for the year in the numerator.



iii. Long-Term Participant Attainment Performance Rate

DCF will calculate this rate using the long-term participant pool in the denominator and long-term participant job attainments for the year in the numerator.

c) Vocational Training and Educational Attainment Incentive Payments

DCF will pay a one-time monthly payment to each participant that achieves the educational attainment of a High School diploma or equivalent. DCF will pay a quarterly payment for each month a W-2 Contractor assigns a participant to Technical College (TC) or Job Skills Training (JS) and the participant counts in the All Families Work Participation Rate numerator. In addition to a payment for the assignment of the TC or JS activities, DCF will pay an additional incentive payment if the participant completes TC or JS training.

5. Recovery of Disallowances

A disallowance of any payments made under Appendix E. A.1.-3. will be recovered by DCF if a paid claim is determined to be ineligible regardless of any intent or lack of intent to obtain an ineligible payment by the W-2 Contractor or its employees, agents, or subcontractors. DCF may review information and documentation in CARES, in the program participants' electronic case files, or in any other records or information available to DCF at any time during the term of this contract, including any extensions of this contract, and may offset or recover any ineligible payments made to the W-2 Contractor at any time after the start of the contract.

DCF may disallow performance outcome payments and deduct disallowed performance outcome payments from future capitation, performance outcome or incentive payments to the W-2 Contractor if DCF determines the W-2 Contractor has failed to meet the requirements of the performance outcome as described in Section A.2.a-h of this Appendix. DCF may review claims for this purpose at any time during the term of this contract, including any extensions of this contract, and may offset or recover any performance outcome payments made to the W-2 Contractor back to the start of the contract.

For cost reimbursements, DCF may disallow any payment under this contract and deduct that disallowed payment from any future payments made by DCF to the W-2 Contractor if DCF determines the W-2 Contractor has received a payment that does not meet the requirements in Section A of this Appendix.

DCF will generate a monthly report in WEBI that will identify all claims submitted, denied, and paid in that month. The identification of a claim as paid in that WEBI report shall not limit DCF's right under this section to disallow a claim that has been reported as paid in any prior month.

DCF may disallow any incentive payment for the geographical area. DCF may deduct disallowed incentive payments from future capitation, program outcome, or incentive payments to the W-2 contractor if DCF determines the W-2 Contractor has failed to meet the requirements of the performance outcome as described in Section A.2 of this Appendix. DCF may review claims for this purpose at any time during the term of this contract, including any extensions of this contract, and may offset or recover any incentive payments made to the W-2 Contractor back to the start of the contract.

DCF reserves the right to review and verify EA applications resulting in EA timely processing claim payments, noncustodial parent eligibility and documentation verifying actual participation in activities included in the work participation rate numerator, which results in a process outcome payment. If DCF determines the outcome did not to meet the requirements DCF may take-back the claim payment.

6. Denied Claims

If DCF determines that a claim is ineligible prior to payment, it will deny the claim and will not pay the W-2 Contractor for such denied claim. Disputes between the Parties regarding a denied claim may be resolved through the dispute resolution process in Section XIII of the Contract.

7. Claims Withdrawn by the W-2 Contractor After Payment

If for any reason the W-2 Contractor withdraws a paid claim, DCF will deduct the amount of the paid claim from a future payment amount.

**B. Informational Reporting of Expenses**

The W-2 contractor is responsible for comprehensive expense reporting to DCF for all allowable costs associated with this contract to enable DCF to comply with federal TANF cost reporting requirements. Such cost reporting by sub-grantees of the State is necessary to enable DCF to meet federal requirements for receiving TANF funding. Costs for all expenses of W-2 and related programs shall be reported to the SPARC fiscal reporting system in a complete and timely manner for the W-2 Contractor to qualify for payments. The W-2 Contractor shall report expenses as specified in the SPARC reporting instructions. Upon submission of complete and timely SPARC online portal entries, payments will be made to the W-2 Contractor on a monthly basis except for reimbursement of EA payments, which may be billed through SPARC twice a month.

The W-2 Contractor is not responsible for reporting W-2 participant benefit payments issued directly from the State, however, all program expenses incurred by the W-2 Contractor for operating the W-2 and related program shall be reported to SPARC for

federal reporting purposes and shall be consistent with the DCF Allowable Cost Policy Manual <https://dcf.wisconsin.gov/files/finance/costpolicymanual/allowablecosts.pdf> and applicable federal allowable cost/expense policies. Program expenditures and descriptions of allowable expenses are further described in 2 CFR Part 200 (formerly OMB Circular A-122), 48 CFR Part 31, or the program policy manual. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards: <http://www.ecfr.gov/cgi-bin/text-idx?SID=8f1f26e329dfcd59274c073f19e88b83&node=pt2.1.200&rgn=div5>

SPARC online portal entries shall be submitted by 4:30 pm on the date identified in Claims and Payment Calendar 2017:  
<https://dcf.wisconsin.gov/files/w2/contracts/claims-payments-calendar-2017.pdf>

Monthly payments for capitation, program outcomes, and performance incentive will not be deposited into the W-2 Contractor's account until required SPARC online portal entries have been submitted. The W-2 Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within 30 days of notification by DCF.

### **C. Payment Terms for Allowable Cost Based Payments**

#### **1. Cost Reimbursement**

After receiving reporting of Contractor expenses, DCF will reimburse the W-2 Contractor through cost reimbursement payments for the following program components: (1) Expenditures for EA payments; (2) Administration of Refugee Cash Assistance and Medical Assistance; (3) Refugee Cash Assistance payments, funded by the Office of Refugee Resettlement; (4) Contracted Child Care; and (5) TEMP subsidies and stipends, TEMP allowable services and administrative costs. Payments will be made according to expense online portal entry submitted to SPARC. DCF will make Automated Clearing House (ACH) payments one time per month following the schedule identified in the Claims and Payment Calendar 2017, except for EA Payments. Expense reports for EA payment reimbursement are due by 4:30 pm. CST on the 1st and 3rd Friday of the month. Payments will be generated the following (2<sup>nd</sup> and 4<sup>th</sup>) Friday of the month. Claims may be submitted after the last calendar day of the month, but will be applied to the next month.

Claims shall be submitted electronically to [DCFDESFinanceGrants@wisconsin.gov](mailto:DCFDESFinanceGrants@wisconsin.gov) pursuant to the requirements of DCF's reporting system.

#### **2. Cost / Expenditure Report**

The W-2 Contractor shall enter the claimed amount into the DCF SPARC online portal by close of business (4:30 pm CST) per the Claims and Payment Calendar 2017: <https://dcf.wisconsin.gov/files/w2/contracts/claims-payments-calendar-2017.pdf>. Payments will be subject to reduction, recovery, and reimbursement as

provided in the Contract. Late reports will be processed in the next EA payment cycle.

3. Complete Cost / Expenditure

DCF will not pay if SPARC online portal entries are incomplete or lack documentation. Reports that do not contain all required information will be returned to the W-2 Contractor to be completed and resubmitted. Resubmitted claims will be paid with the next EA or regular payment cycle. It is important to fill in all fields with the SPARC Agency Number and the Reporting Period.

4. Final Expenditure Report

The W-2 Contractor shall submit all SPARC claims through the online portal under this Contract to DCF within 90 calendar days of the end of the period as specified. Expenses or claims incurred within the Contract period and reported later than 90 days will not be recognized, allowed, or reimbursed under the terms of this Agreement.

5. Excess / Overpayments

The W-2 Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within 30 days of notification by DCF. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 200. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=2cd429163abd736bbbac32b12571dde1&ty=HTML&h=L&n=pt2.1.200&r=PART>

If the W-2 Contractor fails to return funds paid in excess of the allowable costs of the services provided, DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

**D. Additional Payment Terms**

1. Advance Payments and Start-up Funds CORE Reports

No advanced payments or start-up funds are available for any portion of this contract. However, the W-2 Contractor shall submit a CORE Expenditure Report identifying their start-up or transition costs to DCF within 90 days of the start of this contract.

2. Automated Clearing House (ACH)

DCF requires all grants to be paid through an ACH direct deposit. ACH payments will be deposited into the W-2 Contractor's account according to the contract terms. To begin receiving ACH payment, complete the ACH Set-up form available online, sign

and submit to the address on the form: <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/DEBF-Information-for-State-Agencies/NEW-SCO-VendorSupplier-Maintenance/>

3. Limits on Total Payments

Total net payment to the W-2 Contractor for allowable program expenses incurred, capitation payments, approved performance outcome claims, and incentives shall not exceed the contracted amounts specified in this Contract.

Net payments under this contract may be adjusted for other amounts owed DCF.

Net payments are the total of all monthly capitation payments under section A.1. of this Appendix, valid claims for performance outcomes under A.2. of this Appendix, claims for incentive payments under section A.4. of this Appendix and claims for allowable cost reimbursement under section C. of this Appendix minus the denied performance outcome payments under A.6. of this Appendix, and W-2 Contractor withdrawn claims under A.7. of this Appendix.

DCF may also reduce payments pursuant to state or federal audits.

**E. Withholding, Deduction, Reduction, Penalties, and Recovery of Funds**

DCF shall have the right to withhold, deduct, reduce, and recover payments due under the terms of the Contract if the W-2 Contractor fails to provide services consistent with this Contract or if any reported costs are disallowed, either by DCF or in a federal audit; if the W-2 Contractor submits a claim for a payment that it did not earn; or if DCF reasonably determines it to be necessary to protect DCF against losses or liabilities, including federal disallowances or sanctions. DCF may recover payments pursuant to state or federal audits.

1. Withholding

The payments to be withheld will be in an amount DCF determines necessary to cause the W-2 Contractor to correct its failures, or to protect DCF against potential losses or liabilities, and such amount will be withheld until the failure to provide the services or meet the Contract provision is cured or until the potential loss or liability ceases. DCF will withhold funds pursuant to this subsection only after DCF has given notice to withhold funds.

2. Deduction/Reduction of Funds

DCF makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Therefore, DCF shall have the right to deduct

the amounts being withheld from its financial obligations to the W-2 Contractor if, at the end of the Contract term, the W-2 Contractor has not yet cured its failures or caused the potential losses or liabilities to cease. In addition, DCF shall have the right to deduct amounts equal to an amount imposed against DCF as a Federal disallowance or sanction that is attributable to the W-2 Contractor's performance or failure to perform.

DCF shall have the right to deduct any amounts due DCF from the W-2 Contractor from money otherwise payable to the W-2 Contractor for any other reason specifically provided under this Contract.

3. Penalties

The W-2 Contractor shall be subject to financial penalty if the W-2 Contractor fails to implement all requirements under the W-2 and Related Programs Contract. There will be two types of penalties under this contract:

a) Non-Compliance

Non-compliance of the contract requirements may be discovered via monitoring, quality assurance reviews or other means, whereby DCF finds a W-2 Contractor in default of one or more of the contract requirements or Scope of Work.

The Parties hereby agree that damages will be difficult to calculate. Accordingly, a penalty will be applied when the W-2 Contractor knew or should have known that the failure did not comply with a Contract requirement due to factors within its control. The W-2 Contractor shall know the failure did not comply with a Contract requirement because the failure was egregious or intentional, or DCF had previously communicated the failure through a letter, Action Plan, or Corrective Action Plan. Upon DCF's finding of non-compliance, a penalty shall be assessed in the amount up to Five Thousand Dollars (\$5,000) per violation or participant whom the W-2 Contractor has failed to properly serve in the amount up to Five Thousand Dollars (\$5,000) per day that the W-2 Contractor has failed to take action after receiving the initial written notification of the failure. Non-compliance penalties shall result in fines to be paid from non-W-2 funds.

b) False Reporting

Discovery of claims for performance outcome payments that the W-2 Contractor knew or should have known did not qualify for a payment will result in recoupment of W-2 funds previously paid.

Upon DCF's finding of such a false claim, a penalty shall be assessed in the

amount up to Five Thousand Dollars (\$5,000) per violation. False reporting penalties shall result in fines to be paid from non-W-2 funds.

4. Recovery of Funds

DCF reserves the right to recover funds that are owed by either:

- a) Requesting immediate repayment from the W-2 Contractor; or
- b) Reducing future disbursements to the W-2 Contractor by an amount equal to what is owed. DCF may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

5. Payment Adjustments

Depending upon the severity of the nonperformance, identified during the monitoring and compliance review (section XII of the contract), and the penalty assessed, the Parties agree to negotiate the timing and payment schedule of any adjustments under this section.

Following written notification of the agreement, DCF will process the adjustment in the month agreed to in CORE.

## **F. Contractor Liabilities**

1. Past Due Government Liabilities

The W-2 Contractor shall notify the DCF in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the W-2 Contractor, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date, and other related information.

2. Past Due Payments to Vendors

The W-2 Contractor shall notify DCF, in writing, within sixty (60) days of the date payment was due, of any past due payment in excess of five thousand dollars (\$5,000), or when total past due liabilities to any one or more vendors exceed ten thousand dollars (\$10,000), related to the operation of this Contract for which DCF has reimbursed or will reimburse the W-2 Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute

and information regarding steps being taken by the W-2 Contractor to resolve the dispute.