

CONTRACT AMENDMENT #1
to the
CY 2009 STATE/COUNTY CONTRACT COVERING THE ADMINISTRATION OF CHILD and SPOUSAL
SUPPORT and ESTABLISHMENT OF PATERNITY and MEDICAL SUPPORT LIABILITY PROGRAMS
for the period January 1, 2009 through December 31, 2009
by and between the Wisconsin Department of Children and Families
and
«Field 1»
for
Removal of State GPR Funds, Reinstated Federal Matching of Incentives and Other Funding Issues

It is understood and agreed by both parties through this Amendment to the CY 2009 State/County Contract Covering Administration of the Child and Spousal Support and Establishment of Paternity and Medical Support Liability Programs that:

I. Funds Provided/Period Covered/Purpose

This amendment will cover funding adjustments to the CY2009 State/County Contract including changes due to the American Recovery and Reinvestment Act of 2009 (ARRA) that reinstated 66% Federal Financial Participation (FFP) on federal performance incentives for the period of October 1, 2008 through September 30, 2010. The additional funding created by matching incentives is to be used for the child support program. Specific funding information is enumerated in Exhibit #1, which is attached.

A. Carry Over and Time Limit on CY2008 Unspent Contract Balances

Unspent CY2008 contract balances for *CORe Lines 7497 Regular Expenditures-Non Match Incentives and 7491 Special Improvement Funds/FFY06 Incentives* will be carried over to CY2009 on *CORe Line 7491* to be spent by 12/31/2009. Effective January 1, 2010, any unspent Special Improvement Funds may be reallocated to all counties under future contracts.

B. Removal of State GPR Funding and Performance Incentive Changes from the CY2009 Contract

Due to the reinstatement of FFP on federal incentives, and in accordance with the provisions in contract section **8.1 State GPR Funding**, access to the General Purpose Revenue (GPR) funding allocated through *Exhibit #1 Child Support Allocations* to the 2009 State/County Child Support Contract, is no longer available to the CSA after the date on which the additional federal funding became available.

Thereby, effective January 1, 2009, contract *Exhibit #1 Child Support Allocations*, is revised to reflect the removal of the GPR Allocation amounts totaling \$5,500,000 statewide along with the corresponding 66% FFP of \$10,676,471, and the statewide FFY07 Performance Incentives of \$12,701,311, which will be reallocated. The total State and Federal funding in the CY2009 contract was \$28,877,782.

C. Reallocation of the Federal Performance Incentives and ARRA Funding for the CY2009 Contract

The statewide Performance Incentives amount reallocated without restriction is \$9,818,446, on *CORe Line 7556 CS Incentives-ARRA Matchable*. These incentives are eligible for 66% ARRA federal matching funds totaling \$19,059,336. The total unrestricted funding available to counties is \$28,877,782. The remaining \$2,882,865 of Performance Incentives is restricted and will be reallocated upon the approval of the county's ARRA Plan under Section D.

D. Availability of Restricted ARRA Funding for CY2009

The remaining statewide incentives, \$2,882,865, will be held on *CORe Line 7599 CS Restricted Incentive ARRA Plan* and released upon the approval of the county's ARRA Plan. The ARRA Plan is to consist of expenditures for the child support program only. Once the ARRA Plan is approved, the amount, up to the county's share of the \$2,882,865, will be released and moved from *CORe Line 7599* to *CORe Line 7554 ARRA Plan*. These incentives are eligible for 66% ARRA federal matching funds totaling \$5,596,150. The total restricted funding available to counties is \$8,479,015.

E. Carryover of the Restricted ARRA Funding

If a county has a remaining balance on *CORE Line 7599 CS Restricted Incentive ARRA Plan* at the close of the Contract Year 2009, this amount will be carried over to Contract Year 2010 and subject to the same instructions in Section D. These incentives are eligible for 66% ARRA federal matching funds through September 30, 2010.

II. Reporting Instructions

Counties are to report Regular Expenditures on *CORE Line 7478 Regular Expenditures-Matchable* for CY 2009 until the balance for *CORE Line 7556 CS Incentives-ARRA Matchable* is fully expended.

Those counties with a balance on *CORE Line 7491* are also to report on *CORE Line 7491 Special Improvements & FFY06 Incentives* until the contract balance is fully expended.

Once the *CORE Lines 7556 and 7491* are fully expended (balance = -0-), counties must report Regular Expenditures on *CORE Line 7476 Regular Expenditures-FFP (66%)*.

III. Payment and Procedures

The County will be reimbursed up to the amended allocation levels shown in Revised Exhibit #1 Child Support Allocations, which is attached to this amendment.

Performance Incentives and Corresponding ARRA Funding Payments for CY 2009

1. Reimbursement of Regular Expenditures Reported on CORE Line 7478

The county will be paid 34% from *CORE Line 7556 CS Incentives-ARRA Matchable* and 66% from *CORE Line 7555 CS 66% FFP ARRA Funding* until the *CORE Line 7556* balance is fully expended.

2. Reimbursement of Regular Expenditures Reported on CORE Line 7476

The county will be paid only 66% on *CORE Line 7477 CS Regular Expenditures 66% Fed Share*.

3. Reimbursement of Expenditures Reported on CORE Line 7491

The county will be paid 34% from *CORE Line 7491 Special Improvement & FFY06 Incentives* and 66% from *CORE Line 7555 CS 66% FFP ARRA Funding* until the *CORE Line 7491* balance is fully expended.

IV. ARRA Standard Supplemental Terms and Conditions

1. Notice of ARRA funding

This award requires the Child Support Agency (CSA) to perform work or services funded under the American Recovery and Reinvestment Act of 2009 (ARRA).

2. Other Standard Terms and Conditions

All other terms and conditions contained in CY 2009 State/County contract apply unless they conflict with or are superseded by the following supplemental terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements.

3. Reporting

The CSA performing work funded in whole or in part by the ARRA must report quarterly on the use of the funds on the date and in the format required by the Department of Children and Families. Data to be reported shall include, but is not limited to, the contract or other award number, the dollar amount of invoices, the supplies or services delivered, an assessment of progress towards completion, the estimated number of new jobs created or jobs retained resulting from the award, and first-tier subcontract information (ARRA Sec. 1512). A contractor receiving 80% or more of its revenues in Federal awards and \$25 million or more in annual gross revenues from Federal awards must also report the names and total compensation of its top five most highly compensated officers (ARRA Sec. 1512(c)(4), Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282)).

4. Posting Job Openings on Job Center of Wisconsin

The contractor shall post all Wisconsin job openings created by ARRA-funded state contracts on the **JobCenterOfWisconsin.com** website (Executive Order #278).

5. Buy American - Use of American Iron, Steel, and Manufactured Goods

The CSA may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the head of the Federal department or agency providing the funds waives the application of this provision or another exception applies (ARRA Sec. 1605). The contractor shall inform the Department of Children and Families immediately of any anticipated need for use of non-American iron, steel, or manufactured goods in the work funded under this award.

6. Wage Rate Requirements

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part by ARRA funds pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

7. Time Limits on Use of Funds

The CSA shall comply with program schedule and performance objectives as specified by the Department of Children and Families, in addition to the expected start and completion dates for projects funded by the ARRA (ARRA Sec.1602).

8. Disclosure of Fraud or Misconduct

The CSA shall promptly identify or report any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds (False Claims Act, 31 U.S.C. sec. 3729-3733) (ARRA Sec. 1553).

9. Whistleblower Protections

The contractor is prohibited from demoting, discharging, or otherwise discriminating against an employee as retaliation for disclosing what the employee reasonably believes to be gross mismanagement or misconduct of ARRA funds under the contract or subcontract to the appropriate Federal, State, or other supervisory authority. Any employer receiving covered funds shall post notice of the rights and remedies provided to employees under this section (ARRA Sec.1553).

10. Access to Records and Employees

The CSA shall provide the Department of Children and Families or the Department's authorized representative with access to the contractor's or any sub-contractor's records that directly relate to transactions under the contract or subcontract. The contractor shall also provide the Department of Children and Families or the Department's authorized representative with access to interview officers or employees of the contractor and any of its sub-contractors regarding such transactions.

11. Authority of the U.S. Comptroller General

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

12. Authority of the Inspector General

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

13. Registration with Central Contractor Registration (CCR)

The CSA is required to register with the U.S. Federal Government Central Contractor Registration (ARRA Sec. 1512 (h)). The registration website is found at <http://www.ccr.gov/>. In addition, once registered the contractor must provide the Department with the DUNS number used to register with CCR

14. Noncompliance

If the contractor materially fails to comply with the supplemental ARRA terms and conditions of the award, the Department of Children and Families may take appropriate action, which may result in the suspension or termination of the agreement and recovery of the ARRA funds awarded, and any other remedies available at law.

VI. Other Terms and Conditions

As part of ARRA funding, the primary condition on expenditure of federal incentive funds is that the state and counties, collectively, reinvest them in the child support program and **not supplant** other non-federal funds. All other terms and conditions of this contract remain in effect.

Should you have any questions regarding this contract amendment, please contact your Regional Administrator.

Sincerely,

Julie Kerksick, Administrator
Division of Family and Economic Security

Date