

Model W-2 Subcontract for Employment and Training and Related Services  
Pursuant to the Social Security Act as amended by Public Law 104-193  
and  
Wisconsin Statutes s. 49.141 through s. 49.161

I. Parties and Contract Period

This contract is between [business name of W-2 agency] whose business address is [street, city, state, zip code]\_\_\_\_\_, hereinafter referred to as ‘Purchaser’, and State of Wisconsin, Department of Workforce Development, Division of Workforce Solutions, [name of district] Job Service District Office whose business address is [street, city, state, zip code], hereinafter referred to as ‘Provider’. This contract is to be effective for the period [month, day year – month, day, year].

The Provider employee responsible for day-to-day administration of this contract will be [name, phone number, fax number] whose business address is [street, city, state, zip code]. In the event that the Contract Manager is unable to administer this contract, the Provider will contact the Purchaser and designate a new contract manager.

The Purchaser employee responsible for day-to-day administration of this contract will be [name, phone number, fax number] whose business address is [street, city, state, zip code]\_\_\_\_\_. In the event that the Contract Manager is unable to administer this contract, the Purchaser will contact the Provider and designate a new contract manager.

This contract is limited to the term of the Purchaser’s Wisconsin Works (W-2) and Related Program Contract with the Department of Workforce Development (DWD).

II. Services to be Provided

Subject to the terms and conditions set forth in the *Wisconsin Works (W-2) and Related Programs Contract*, the Purchaser agrees to purchase and the Provider agrees to provide to eligible participants the services as described in detail in this contract.

For all contracts between an agency administering programs supervised by the DWD and a provider, the services to be provided for agency participants shall be stated. Services and responsibilities that are not described as subcontracted services within this section and subsequent sections remain services and responsibilities to be performed by the W-2 agency.

**Commentary:**

*This section should consist of locally developed statements of services and other program deliverables. This should include precise narrative and statistical statements of the:*

- *specific services to be delivered;*
- *number of participants to receive such services, and*
- *timeframe in which services are to be provided.*

*These services and their respective costs should be segregated by program, e.g., Workforce Attachment and Advancement (WAA), Workforce Investment Act (WIA), etc.*

*Services may be described as in an application/RFP/plan that is approved by the Purchaser.*

### III. Payment for Services

#### A. Funding

##### 1. Availability and Limitation

- a. Funds in the amount of \$ \_\_\_\_\_ are made available by the Purchaser for the delivery of services described in Section II. of this contract. Include the budgeted unit cost for each service by program in Section II .

##### 2. Payment Procedures

When expenditure reports are submitted in accordance with Section IV Reporting, the Purchaser shall reimburse the Provider within thirty (30) days of receipt of expenditure reports or give written notice of the reason(s) for non-payment.

### IV. Reporting

#### A. Invoicing Procedures

1. Monthly invoices for services provided will be submitted to the Purchaser within thirty (30) calendar days following the end of the reportable month. The invoice will identify the total amount of reimbursement being sought. The categories, which shall be used to report expenses, should follow the DWD's contract reporting requirements (*Wisconsin Works Financial Management Manual, Chapter B6: Reimbursement Schedule*)
2. Monthly invoices shall be submitted to: [W-2 Administrative Agency Staff Responsible for invoicing, Name of W-2 Administrative Agency, Mailing Address, City, State, Zip Code]\_\_\_\_\_.
3. The Provider shall submit final claims for reimbursement under this contract to the Purchaser within forty-five (45) days of contract end. The Provider will submit an invoice based on the Provider's WIS-GL-002 Encumbrances and Expenditures Life to Date by Reporting Category (formerly GA-17) accounting report covering the final month of the contract. The invoice will include actual expenditures and accruals. Three months after the end of a contract, the contract ledger will be closed to all transactions and all encumbrances will be cancelled or transferred. The Provider will prepare a final account statement that will be submitted to the Purchaser. If revenue received exceeds expenditures, the Provider will refund any excess payments to the purchaser. Failure to submit claims timely and in the proper format will result in the loss of funds to the Provider.

#### B. Reports, Participant Confidentiality, and System Security

1. The Provider agrees to supply the Purchaser with monthly report(s) relating to delivery of services under this contract that will include the following: \_\_\_\_\_.
2. The Provider agrees to report services that are provided through the direct entry of data into DWD's automated reporting system. The Purchaser assures that any preliminary data entry required to enable the Provider to use DWD's automated reporting system (e.g., referral and enrollment data) be entered in a timely manner.

The Provider will need to follow the requirements outlined in the DWS Security Manual to gain access to DWD's automated reporting system

(<http://workwebdwd.dwd.state.wi.us/dws/manuals/securitymanual.htm>). The Provider must identify themselves as a 'subcontractor' when completing the Computer Access Request form (DWSW-10E).

NOTE: This section may be modified depending upon the availability of DWD's automated reporting system to the subcontractor.

3. The Provider must assure adequate steps have been taken to safe guard sensitive client and administrative information contained in DWD's automated systems by meeting the standards set forth by DWD  
(<http://workwebdws.dws.state.wi.us/dws/manuals/securitymanual.htm>)
4. The Provider must assure adequate security for the DWD's network by meeting the standards set forth by DWD  
([http://www.dwd.state.wi.us/dws/w2/w2tech/network\\_security.htm](http://www.dwd.state.wi.us/dws/w2/w2tech/network_security.htm))
5. The Provider must permit authorized federal and state personnel to make on-site inspections to ensure those requirements of federal/state regulations are being met

#### V. Records

- A. The Provider shall maintain such records and financial statements as required by state and federal laws, rules, and regulations ([http://folio.legis.state.wi.us/cgi-bin/om\\_isapi.dll?clientID=345205&infobase=stats.nfo&j1=16.61&jump=16.61&softpage=Browse\\_Frame\\_Pg](http://folio.legis.state.wi.us/cgi-bin/om_isapi.dll?clientID=345205&infobase=stats.nfo&j1=16.61&jump=16.61&softpage=Browse_Frame_Pg))
- B. The Provider, upon appropriate notice, the Purchaser or its authorized agents, the DWD and its authorized agents, and federal agencies will be allowed inspection of records and programs, insofar as it is permitted by state and federal laws, in order to confirm the Provider's compliance with the specifications of this contract. Appropriate notice is meant to include agreement upon the time and place for such review.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from the Provider for any purpose not connected with the administration of the Provider's or the Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

#### VI. Subcontracting by Provider

- A. The Provider may subcontract for any of the services described in the Contract with prior approval from the purchaser. Any such subcontract must contain all of the provisions in the standard Model W-2 Subcontract. The Provider must report to the Purchaser for each W-2 service subcontract it enters whether the subcontractor is a certified Business Enterprise (<http://www.doa.state.wi.us/dsas/mbe/index.asp>) and whether the subcontractor is a faith-based provider.
- B. On a quarterly basis, the Provider must report the amount spent and the subcontract time period to the Purchaser for each W-2 service subcontract it enters.

#### VII. Contract Renegotiation, Revision, and/or Termination

- A. This contract or any part thereof should be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this contract

- B. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination.
- C. The Purchaser and the Provider must agree to revisions of this contract by an addendum signed by the authorized representatives of the Purchaser and the Provider.
- D. The Provider shall notify the Purchaser whenever it is unable to provide the agreed upon services. Upon such notification, the Purchaser and the Provider shall determine whether such inability will require a revision or cancellation of this contract.
- E. If the Purchaser finds it necessary to terminate this contract prior to the expiration date of this contract, for reasons other than non-performance by the Provider, actual approved costs incurred by the Provider may be reimbursed in an amount determined by mutual agreement of both the Purchaser and the Provider.
- F. The Purchaser reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation or reduction of funds by the State of Wisconsin or for failure of the provider to comply with terms, conditions, and specifications of this contract.
- G. In the event that either party determines that this contract will not be renewed, regardless of reason, the party making such determination will provide ninety (90) days written notice of such determination. Upon making or receiving such notification, the Purchaser will pay close out costs as negotiated with Provider in terms of amount and close out procedures including the authorization of the costs of such actions within applicable and allowable Federal regulations. The Purchaser and the Provider agree that reimbursement of close out costs may be negotiated up to the limit of funds remaining in this contract

#### VIII. Provider Responsibilities

The Provider agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement (<http://www.dwd.state.wi.us/dws/pdf/dwsppcg.pdf>). In addition, the Provider shall:

- A. Provide all services under this contract in accordance with, but not limited to, the requirements of the federal Temporary Assistance for Needy Families (TANF), Wisconsin Works (W-2) and applicable Wisconsin Statutes. The services must be provided in conformity with applicable state and federal requirements and the State W-2 Plan as approved by the Family Support Administration of the U.S. Department of Health and Human Services. The Provider must adhere to the requirements of applicable DWD Administrative Rules, the W-2 Financial Management Manual, the DWD's Policies and Procedures and the contract that the Purchaser has with DWD (<http://www.dwd.state.wi.us/dws/pdf/dwsppcg.pdf>).
- B. Cooperate with the Purchaser in developing and maintaining procedures for linking case management functions with the Purchaser.
- C. Cooperate with the Purchaser in coordinating local W-2 services with other educational and training programs in the designated service area.
- D. Cooperate in developing and maintaining procedures for an effective conciliation process to assure that W-2 enrollees are accorded an interview with an impartial staff person designed to air grievances and attempt conciliation so program activities can be utilized by the enrollee.
- E. Cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- F. The Purchaser and the Provider agree that the following criteria will form the basis of determination of acceptable performance under this contract:

*NOTE: This is where the local Purchaser identifies criteria by which performance will be monitored for acceptability. The W-2 Contract is available as a reference.*

IX. Resolution of Disputes

Settlement of any disputes that may arise concerning the provisions of this contract is the responsibility of both the Purchaser and the Provider to this contract. If negotiated settlement cannot be reached within thirty (30) days of issue identification, the provisions of Section VII. Contract Renegotiation, Revision, and/or Termination may be initiated.

X. Conditions of the Parties Obligations

- A. The contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the DWD shall serve to terminate this contract, except as further agreed to by the Purchaser and the Provider hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the Purchaser and the Provider is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the Purchaser and the Provider relating to the subject matter thereof.
- D. The Purchaser shall be notified in writing of all complaints filed in writing against the Provider. The Provider shall inform the Purchaser in writing with their understanding of the resolution of the complaint.
- E. Modifications to this contract are not effective until signed by the authorized representative(s) of both the Purchaser and the Provider to this contract
- F. Provider will not be responsible for audit disallowances or sanctions relating to this contract if such disallowances or sanctions are the result of activities approved in writing by the Purchaser

XI. Assurances and Limitations

- A. Provider agrees that it will comply with all Federal and State statutes and regulations covering administrative actions under this contract. Such actions shall include, but not necessarily be limited to, purchasing, accounting, discrimination, audits cost allocation plans, and maintenance of effort.
- B. The Purchaser and the Provider agree that any loss or expense, including costs and attorney fees imposed by law, will be charged to the agency responsible for the office, employee or agency whose actions caused the loss or expense
- C. The Purchaser and the Provider recognize the State of Wisconsin cannot be bound by any hold-harmless or indemnity agreement and that State statutes govern potential liability of State employees.

