



Wisconsin Department of
Children and Families

Governor Tony Evers
Secretary Emilie Amundson
dcf.wisconsin.gov

CROSS-GOVERNMENTAL CONTRACT AGREEMENT

by and between

Wisconsin Department of Children and Families

and

Sauk County

CONTRACT NO

437003-C23-0002121-000-57

ASSISTANCE LISTING

See Funding Table

[Additional Federal Award Information](#)

COMMODITY OR SERVICE DESCRIPTION

State County Child Welfare Contract

CONTRACT TERM

01/01/2023 – 12/31/2023

BRO REGIONAL ADMINISTRATOR

Justine Girard - (715) 930-1118

Justine.Girard@wi.gov

CONTRACT BILLING AND PAYMENT TERMS

SPARC expenses submitted monthly by the 28th of the month, paid the 5th of the following month

CONTACT INFORMATION

	Sauk County
Authorized Signatory	Tim McCumber
Address	505 Broadway Baraboo WI 53913
Phone	608-355-3500
CC	Jessica Mijal Stephanie Box
UEI	MBBBU1XPJ4M5

timothy.mccumber@saukcountywi.gov

Jessica.mijal@saukcountywi.gov

stephanie.box@saukcountywi.gov

DS
tm

By initialing here, you certify the Unique Entity Identifier (UEI) is accurate. If you are unsure, please confirm with your finance staff prior to initialing.

Funding Information for Grants managed thru SPARC:

Contractor: Sauk County			STAR Supplier ID: 0000071948	
Commodity or Service Description	CFDA # (If Applicable)	SPARC Contract Code Number	Minimum Required Match	Award Amount
Children and Families Allocations				\$1,003,719.00
January – June Funding Amount	93.645/93.658	3561	-----	\$271,034.00
July – December Funding Amount				\$732,685.00
Children and Families Allocations (CFA)				
July – December State Match	N/A	3681	-----	\$80,416.00
Children and Families Allocations (CFA) – MATCH*				
July – December County Match	N/A	9681	\$80,416.00	-----
Appendix A Promoting Safe & Stable Families (PSSF)	93.556	3306	-----	\$42,827.00
Appendix D Early Childhood Initiative**				\$0.00
January – April Allocation	93.558	3335	-----	\$0.00
May – December Allocation	93.558	3335		\$0.00
Appendix G Kinship Care Benefits**				\$153,000.00
January – April Allocation	93.558	3377A	-----	\$51,000.00
May – December Allocation	93.558	3377B		\$102,000.00
Appendix G Kinship Care Assessments**				\$15,300.00
January – April Allocation	93.558	3380A	-----	\$5,100.00
May – December Allocation	93.558	3380B		\$10,200.00
Appendix J CHIPS Legal Services IV-E	93.658	3554		TBD
CW CHIPS Personnel Costs - District Attorney		3553A		Reporting Only
CW CHIPS Personnel Costs - Corporation Counsel		3553B		Reporting Only
CW CHIPS Personnel Costs - Contracted Attorney		3553C	-----	Reporting Only
CW CHIPS Personnel Costs - Clerical Support		3553D		Reporting Only
CW CHIPS Other Costs – CW Development		3553E		Reporting Only
CW CHIPS Other Costs – Non CW Development		3553F		Reporting Only
Appendix J CHIPS Legal Services – MATCH*	N/A	9554	TBD	-----
Appendix J TPR Adoption Legal Service IV-E	93.659	3574		TBD
CW TPR Personnel Costs - District Attorney		3573A		Reporting Only
CW TPR Personnel Costs - Corporation Counsel		3573B		Reporting Only
CW TPR Personnel Costs - Contracted Attorney		3573C	-----	Reporting Only
CW TPR Personnel Costs - Clerical Support		3573D		Reporting Only
CW TPR Other Costs – CW Development		3573E		Reporting Only
CW TPR Other Costs – Non CW Development		3573F		Reporting Only
Appendix J TPR Adoption Legal Service – MATCH*	N/A	9574	TBD	-----
Appendix M WISACWIS Pass Through IV-E	93.658	3604		TBD
WISACWIS Equipment Costs		3604A		Reporting Only
WISACWIS Personnel Costs – CW Program Staff		3604B	-----	Reporting Only
WISACWIS Personnel Costs - IT Staff		3604C		Reporting Only
WISACWIS Personnel Costs – Other Agency Staff		3604D		Reporting Only
Appendix M WISACWIS Pass Through – MATCH*	N/A	9604	TBD	-----

Appendix N IV-E CHIPS Legal Representation of Parents and Children	93.658	3564	-----	TBD
Appendix N IV-E CHIPS Legal Representation of Parents and Children Match*	N/A	9564	TBD	-----
Appendix N IV-E TPR Legal Representation of Parents and Children	93.659	3584	-----	TBD
Appendix N IV-E TPR Legal Representation of Parents and Children Match*	N/A	9584	TBD	-----
Appendix P Title IV-E Competency Based Foster Parent Training	93.658	3396	-----	\$0.00
Appendix P Title IV-E Competency Based Foster Parent Training – MATCH*	N/A	9396	\$0.00	-----
Appendix S Subsidized Guardianship Reimbursement	93.090	3456	-----	Uncapped
Appendix V AODA				\$8,602.00
Jan – June Funding Amount	N/A	3411	-----	\$4,301.00
July – Dec Funding Amount				\$4,301.00
Appendix V Youth Aids				\$595,230.00
Jan – June Funding Amount	93.645/93.658	3413	-----	\$297,615.00
July – Dec Funding Amount				\$297,615.00
Appendix V Community Supervision Services	N/A	3414	-----	TBD
Appendix X Targeted Safety Support**				TBD
Jan – April Funding Amount	93.558	3632	-----	TBD
May – Dec Funding Amount	93.558	3632		TBD
Appendix X Targeted Safety Support Match*	N/A	9632	TBD	-----
Appendix X DSP TSSF Safety Supports TANF**				TBD
Jan – April Funding Amount	93.558	3645D	-----	TBD
May – Dec Funding Amount	93.558	3645D		TBD
Appendix X DSP TSSF Safety Supports TANF Match*	N/A	9645D	TBD	-----
Appendix X DSP TSSF Safety Resources IV-E	93.658	3645	-----	TBD
Appendix X DSP TSSF Safety Resources IV-E Match*	N/A	9645	TBD	-----
WISACWIS County User Fee	N/A	3935	-----	(\$7,453.00)
PDS Training Partnership Fee	N/A	3940	-----	(\$2,852.00)
Subtotal			\$80,416.00	\$1,888,789.00
TOTAL PROJECT AMOUNT			\$1,969,205.00	

*The Provider shall report all use of match up to and exceeding the minimum required match percentage indicated in program appendix.

**If TANF funded, refer to program appendix associated with these funds for further information.

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

The Department and the County acknowledge that they have read the Contract and the attached exhibits, attachments, and/or appendices, understand them, and agree to be bound by their terms and conditions. Further, the Department and the County agree that the Contract and other 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 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. DCF reserves the right to reject or cancel agreements based on documents that have been altered.


This Agreement 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


DocuSigned by:

E01E4A8B42B6409
Timothy McCumber
County Board Chair

12/5/2022 | 9:26:58 AM CST
Date

DocuSigned by:

281B3B091330455
Wendy Henderson
Division Administrator
Wisconsin Department of Children and Families

11/30/2022 | 4:17:51 PM CST
Date

DocuSigned by:

B4293924AA0B47A
Jeff Pertl
Deputy Secretary
Wisconsin Department of Children and Families

11/30/2022 | 7:18:11 PM CST
Date

CONTRACT

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 "The Department" or "DCF," and the named County listed on page 1 of this contract, hereinafter referred to as "County" for the procurement of services, according to the terms set forth in this Contract.

II. DEFINITIONS

Contract Addendum. An addition to the Contract that is attached after both parties have signed the Contract. An addendum requires the signature of both parties or their designees.

Contract Amendment. A change made to a Contract by adding, subtracting, or substituting terms and/or conditions. An amendment may or may not require the signature of both parties or their designees, as outlined in Section IV, below. Contract amendments must be made in consultation with the County Contract Committee as designated by the Wisconsin County Human Services Association (WCHSA).

Contract Supplement. A signed memorandum from the Department that notifies the County of increases or decreases to funding or time extensions in the Contract. A Contract Supplement requires the signature of the Department but does not require the signature of the County.

Day. All Contract references mean calendar days unless otherwise provided. Calculation shall be as defined in Wis. Stats. 801.15(1).

Single Statewide Point of Contact. The Wisconsin County Human Services Association (WCHSA) shall serve as the Single Statewide Point of Contact under this Contract to advise the Department on issues related to implementation of programs and services under this Contract. All communication regarding this Contract shall be sent through the WCHSA President, as appropriate, or their respective designee.

III. TERM OF CONTRACT

Contract term is 01/01/2023 through 12/31/2023.

IV. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

The Parties shall perform the duties and responsibilities specified in this Contract in accordance with State and Federal statutes; State administrative rules; Federal regulations; and controlling court cases in effect during the term of this Contract.

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. [HHS Administration for Children & Families General Terms and Conditions](#)
- C. This Contract, including all exhibits, attachments, appendices and addenda to the Contract

Any conflict in terms shall be governed by the highest listed document.

Programmatic or Funding Changes. DCF agrees to provide advance notice to WCHSA under the following circumstances:

1. Significant reduction in the monies available affecting the substance of this Contract; or

2. Changes required by court action, or by changes to Federal law, State law, or regulations that substantially change the type of services delivered under this Contract; or,
3. Implementation of any new program or policy initiative that is not specifically mandated by Federal or State laws, rules or regulations, subject to any limitation contained in the Scope of Services.

Whenever possible, DCF will give advance notice and provide a forty-five (45) day period of time for WCHSA to comment on the change before the change takes effect. WCHSA may request a meeting with the program division during the forty-five (45) day review period to discuss concerns with the program change. DCF is required to hold a meeting within the forty-five (45) day period.

The Department may execute a Contract addendum, amendment, or supplement for any new programs or initiatives, subject to any limitation contained in the Scope of Services, or to distribute additional available funding.

V. SUBCONTRACTS

A. Procurement of Subcontracts

The County may Subcontract all or part of this Agreement. The County must comply with all applicable State and Federal laws, and all County procurement policies and procedures in sub-contracting for services. DCF may withhold approval of a Subcontractor if DCF has reason to believe that the intended Subcontractor will not be a responsible Subcontractor in terms of fiduciary viability, services provided and/or costs billed. DCF shall provide to the County written notice of reason for the disallowance.

B. County Responsibility

The County is responsible for fulfillment of all terms and conditions of this Contract when it enters into Sub-Contract agreements and will be subject to enforcement of the terms and conditions of this Contract, including all disallowances, penalties, sanctions and remedial measures related to Subcontractor non-compliance. It is the responsibility of the County to ensure that the Subcontractor complies with all laws and rules regarding Civil Rights Compliance and Affirmative Action. The County is also responsible for sub-recipient monitoring of Subcontractors per 45 CFR Part 75.

C. 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.

County is urged to further this policy by establishing Subcontracts with State-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this Contract (second-tier suppliers). An MBE means a business certified, or certifiable, by the Wisconsin Department of Administration under Statute 16.75(3m)(b)(1).

D. INDEPENDENT CAPACITY OF CONTRACTOR

The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

VI. SCOPE OF SERVICES

The County will provide services in accordance with this Contract. Specific program requirements are included as **Exhibit 1: Scope of Services**.

A. Provision of Services

The County shall provide the services in accordance with applicable legal requirements and according to the terms of this Contract. DCF may inspect, observe and examine the performance of the County's services at reasonable times, with reasonable notice, at any location.

If any part of the services rendered by the County, its personnel or its contractors in any way differ from the Contract requirements for any reason other than as a result of DCF's default or negligence, the County shall at its own expense reschedule and perform the work correctly within a reasonable time. This remedy shall be in addition to any other remedies available to DCF by law or in equity.

B. Contractor Personnel

Effective July 1, 2021, it is DCF's expectation that the County or their contractors are responsible for provision of all staff needs to perform the services. Those include, but are not limited to space, equipment, software, connectivity, supplies, email, and phone. DCF will not provide any such items unless specified in the Scope of Work exhibit of this contract.

In the event County staff or their contractors must conduct business at DCF facilities, they must act in a professional, ethical manner. DCF reserves the right to refuse to admit to DCF's premises any person employed or contracted by the County whose admission in the opinion of DCF would be disruptive to operations.

C. Background or Criminal History Investigation

DCF reserves the right, upon reasonable advance notice to the County, to request the County conduct background checks on any County personnel or their contractor personnel that will have access to case information.

D. Performance

Work under this Contract shall be performed in a timely, professional and diligent manner in accordance with applicable legal requirements. The County shall be solely responsible for controlling the manner and means by which it and its personnel or its contractors perform the services.

Without limiting the foregoing, the County shall control the manner and means of the services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

VII. BILLING AND PAYMENT TERMS

Expenditure reports must be submitted monthly by the 28th day of the month. Reimbursement for services will be made the 5th day of the following month. The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

A. Payment Terms

The Department shall reimburse the Contractor for the functions it performs and services it provides or purchases as set forth in **Exhibit 1: Scope of Services**. Payments by the Department under this Contract are contingent upon: (a) substantial compliance by the Contractor of all responsibilities identified in this Contract, and in accordance with State and Federal laws; (b) authorization of Wisconsin and Federal laws and availability of State and Federal funds; and (c) approval of cost allocation plans, and (d) approval of equipment over \$5000 by DCF.

1. Allowable Costs

The Department will make payments for costs that are consistent with the [DCF Allowable Cost Policy Manual](#) and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 200 and 45 CFR Part 75 when applicable. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: [Federal OMB Uniform Guidance Site](#)

2. Expense Submission

Claims for reimbursement must be submitted electronically using the SPARC portal pursuant to the requirements of the Department's cost reporting system. SPARC will display the appropriate line codes for reporting. It is important to enter the correct month and year.

The Department may request additional documentation for expenses submitted by the County to SPARC. The County must submit additional documentation in the SPARC portal.

The expenses entered into SPARC must be saved on or before the 28th day of the month following the month for which reimbursement is being claimed. The Department will issue the reimbursement using direct deposit on the 5th day of the following month, subject to reduction, recovery and reimbursement as provided in this Agreement. Late or revised expenses will be processed in the next month's payment cycle.

If the 28th day of the month and/or the 5th day of the following month fall on a non-business day (per the State of Wisconsin calendar), the expenses due date and/or reimbursement date become the next business day.

The payment schedule is available on the SPARC website: <https://dcfparc.wisconsin.gov/>

3. Reimbursement

For all claims submitted timely, the Department will promptly issue the reimbursement by direct deposit on a monthly basis. Said reimbursements are subject to reduction and/or recovery as provided in this Agreement. Late expense claims will be processed in the next payment cycle unless permission to process funds early is mutually agreed upon by the County and the Department, and at a date convenient to the Department, but not later than at the next payment cycle.

DCF requires all grants to be paid through an Automatic Clearing House (direct deposit). ACH payments will be deposited into your agency's account according to your agency's Contract terms. To begin receiving ACH payment, please request forms from DCFContracting@wi.gov. Sign and submit the form along with a voided check, deposit ticket or bank letter to DCFContracting@wi.gov.

Total net reimbursement to the Contractor for allowable expenses shall not exceed the contracted amounts specified in the funding allocation tables on P.2 and 3 of this Contract, excluding FFP or other non-State funds. Net reimbursements under this Contract may be adjusted for other amounts owed the Department as described in VII.B.

The Department may increase or reduce payments pursuant to State or Federal audits.

4. Final Submission

The County shall report all expenses for reimbursement under this Agreement to the Department within sixty (60) days of the end of the Contract period unless a different date is mutually agreed upon by the County and the Department as specified. If allowable under Federal law and funding is available, the Department will not unreasonably withhold approval for expenditures eligible for Federal financial participation.

To submit an expense report later than sixty (60) days, the County shall submit a written request to the Department prior to the sixtieth (60th) day providing an explanation for the late submission. The Department program unit providing the funds must approve the late expense report for the late expenses to be reimbursed.

5. Additional Claims Related to the Single Audit

Claims for allowable costs (expenses) not reported within sixty (60) days of the end of the Contract period, or within the extended Contract period if an extension is granted, will be submitted for Federal reimbursement if (a) the costs are identified as a finding in the Contractor's Single Audit, and (b) the Contractor's Single Audit report is received within the mandated timeframes. Federal reimbursement received will be passed on to the Contractor as a part of the audit resolution process.

If the single audit results in funds being owed to either party, the amount of funds owed may be either paid in the next payment cycle, or adjusted from the following year's allocations, as mutually agreed upon by the County and the Department. If the single audit results in both parties being owed funds, those funds shall be summed and offset to result in a one-way net adjustment and would be subject to repayment as identified above.

6. Excess / Overpayments

DCF will recover any funds paid in excess of the allowable costs of services provided under this agreement within thirty (30) days of notification. Allowable costs are defined by 2 CFR Part 200 and 45 CFR Part 75 when applicable, the attachment(s) to this agreement, and/or the program policy manual. 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.

B. Withholding, Deduction/Reduction, and Recovery of Funds

The Department shall have the right to withhold deduct, reduce, and/or recover payments due under the terms of the Contract if the County fails to provide services consistent with this Contract; or if the Department reasonably determines it to be necessary to protect the Department against potential losses or liabilities attributable to the County, including potential Federal disallowances or sanctions. The Department may recover payments pursuant to State or Federal audits.

1. Withholding

The payments to be withheld will be in an amount the Department determines necessary to cause the County to correct its failures, or to protect the Department 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. The Department will withhold funds pursuant to this subsection only after the Department has given notice to withhold funds.

2. Deduction/Reduction of Funds

The Department makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Except as stated in **Exhibit 1: Scope of Services**, the Department shall have the right to deduct the amounts being withheld from its financial obligations to the County if the County has not yet cured its failures or caused the potential

losses or liabilities to cease. In addition, the Department shall have the right to deduct amounts equal to an amount imposed against the Department as a Federal disallowance or sanction that is attributable to the County's performance or failure to perform, misuse of funds, or non-compliance with the Contract.

The Department shall have the right to deduct any amounts due the Department from the County from money otherwise payable to the County for any other reason specifically provided under this Contract except as stated in **Exhibit 1: Scope of Services**.

In situations where appropriate DCF reserves the right to reduce the total amount of the Contract award due to significant under-spending by the County. All such Contract award reductions will become effective upon thirty (30) days written notice to the County and shall not relieve the County of any programmatic requirements.

3. Recovery of Funds

The Department reserves the right to recover funds that are owed by reducing future disbursements to the County by an amount equal to what is owed. The Department may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception. The Parties shall negotiate the timing and payment schedule of any adjustments under this section.

C. County Liabilities

1. Bonding and Surety Instruments

The Department, where applicable, may require written assurance at the time of entering into this Contract that the County has in force, and will maintain for the course of this Contract, employee dishonesty bonding or other suitable surety instruments in a reasonable amount to be determined by DCF. The Department will not collect bonding or other surety information for individual agencies. All information must be maintained by the County, and is subject to the State Single Audit Guidelines (SSAG).

VIII. COUNTY RESPONSIBILITIES

A. Insurance Responsibility

The contractor performing services for the State of Wisconsin shall:

1. Maintain worker's compensation insurance or self-insure as required by Wisconsin Statutes, for all employees engaged in the work.
2. Maintain commercial liability, bodily injury and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
3. The state reserves the right to require higher or lower limits where warranted.

B. Indemnification

In the event of a breach of this contract, to the extent allowed under State and federal laws, both parties agree they shall be responsible for any losses or expenses (including costs, damages and

attorney's fees) attributable to the acts or omissions of their own officers, employees, agents or subcontractors.

C. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

IX. 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.

County and its Subcontractor(s) shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any other confidential records that County accesses to provide the services under this Contract.

The County shall make its staff and Subcontractors with access to confidential information aware of the confidentiality requirements applicable to the information.

B. Confidentiality

Except as otherwise authorized by law, the County 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*" 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 characteristic. Such information shall be limited to the information that DCF provides to the county or the county otherwise acquires from or on behalf of DCF for the purpose of county's use of such information in the performance of its Services.
2. "*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.
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

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

C. Breach of Confidentiality

If the County becomes aware of any actual use or disclosure of any Personally Identifiable Information or Individually Identifiable Health Information that is not authorized by this Contract, or has the reasonable belief that there has been a use or disclosure of any Personally Identifiable Information or Individually identifiable Health Information that is not authorized by this Contract, the County shall notify the Department promptly after becoming aware of such unauthorized use or disclosure, but no later than three (3) business days after the County becomes aware of such unauthorized use or disclosure. Such notice shall include, to the best of the County's knowledge at that time, the persons affected, their identities, and the Personally Identifiable Information or Individually Identifiable Health Information disclosed.

If an unauthorized use or disclosure of Personally Identifiable Information or Individually Identifiable Health Information results from a breach by the County of the terms of this Contract, the County shall take prompt commercially reasonable steps to minimize the risk of another such unauthorized use or disclosure or to mitigate any harmful effects of such unauthorized use or disclosure. The County shall reasonably cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such actual breach, or to recover its Personally Identifiable Information or Individually Identifiable Health Information, including complying with a reasonable Corrective Action Plan as provided for in Section XII C, including a mutually agreeable plan for the preparation of notices to the affected individuals who are entitled by law to receive notification. If the parties agree that the State will provide such notices, the County shall also reimburse the State for its reasonable and direct out-of-pocket costs of its notification of such affected individuals. If as the result of a single incident, the state is required to notify 1,000 or more individuals that personal information pertaining to the individual has been disclosed, the County shall also reimburse the State for its reasonable and direct out-of-pocket costs for credit monitoring, including identity theft insurance for such affected individuals. To the extent that the County complies with the Department's directives regarding the release of information, the County shall be held harmless from claims by the Department relating to unauthorized use or disclosure.

X. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

A. Records

All records of the county or its subcontractors that are produced or collected under this contract are subject to disclosure pursuant to a public records request. The County shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The County 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 must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

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

The County and its contractors may only use Department records for the purposes authorized under state and federal law and department program policies.

B. IT Equipment and Property

The County may purchase and install IT equipment in accordance with the Department's policies and procedures. Capital equipment is covered under [DCF Policy 233](#). The County shall be responsible for inventory, maintenance, replacement, and security of all purchased equipment.

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

The County 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 County, County's staff, or Subcontractors. The County shall reimburse DCF accordingly upon demand. This remedy shall be in addition to any other remedies available to DCF by law or equity.

County shall surrender to DCF all DCF property upon the termination of this Contract.

C. Information Technology

The Department and the County will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract.

The County will provide for information technology security in accordance with the Department's policies and procedures. <https://dcf.wisconsin.gov/it/security>.

The County will adhere to the provisions of the Department's security policies and procedures. The County shall designate an employee as County Security Officer, and shall also appoint Backup County Security Officers for ensuring compliance with security precautions for State-owned computer equipment and for ensuring confidentiality of program data, including but not limited to data in CARES, KIDS and eWiSACWIS.

The County 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 must be denied at the local level. All system access requests must be signed by the Supervisor and County Security Officer or Backup County Security Officer, as appropriate, before State security staff process the request.

The County shall report misuse of DCF information systems, including accessing, reviewing, creating, altering or deleting a record or part of the record within a DCF system without a valid work reason. This requirement applies to all County-authorized users of the DCF system, including County employees and contractors. The County will report misuse as specified on the DCF website: <https://dcf.wisconsin.gov/form/report-system-misuse>.

D. Access to State Automated Systems and Data by Subcontractors or Others

Contract provisions that apply to County staff also apply to Subcontractors and other staff authorized by the County to carry out Contract responsibilities. In the event that Subcontractors or other individuals request access to the State's automated systems or access to State program data, the County Security Officer will ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.

Prior to requesting system access for or providing data to Subcontractors or other authorized staff, the County will prepare and submit to the Department properly executed data sharing agreements or other appropriate confidentiality agreements as defined by the Department to DCFDataGovernance@wisconsin.gov for approval. 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.

XI. ACCOUNTING REQUIREMENTS

A. Accounting Records

The County 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 the Department upon written request, and shall be identifiable as pertaining to this Contract.

B. Accounting System

The County shall maintain a financial management information system in accordance with the Generally Accepted Accounting Principles contained in the Department's Allowable Cost Policy Manual.

C. System Requirements

The County's accounting system shall permit timely preparation of supporting documentation for all expenditure reports submitted to the Department.

D. Reconciling Reports

The County shall reconcile costs reported to the Department to expenses recorded in the County's accounting system on an ongoing and periodic basis. The County agrees that reconciliation will be completed at least annually within sixty (60) days of the expiration of the Contract period. Documentation to support all claimed expenditures shall be supplied to the Department upon request. The County shall retain the reconciliation documentation in accordance with record retention requirements.

E. Accounting Period

The County's accounting records shall be maintained on a calendar year basis, beginning January 1 of each year, unless changed thereafter upon prior approval from the Department. Approval will be given only if the County submits verification of Internal Revenue Service approval for changing the accounting period. The County shall submit a close-out audit for the shortened accounting period within ninety (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 County shall submit an electronic copy of their Cost Allocation Plan in the SPARC online portal within sixty (60) days of signing the Contract. The County shall resubmit the plan when material updates are made to the plan. The plan must be reasonable and documented in writing in a County-wide cost allocation plan. County costs must be allocated in a manner consistent with their plan. The plan must be written in accordance with the applicable Federal cost and administrative principles under 2 CFR Part 200 and 45 CFR Part 75.

G. Federal Indirect Cost Rate Agreement

If the County has a Federal Indirect Cost Rate Agreement, it shall submit an electronic copy of their Agreement in the SPARC online portal within sixty (60) days of signing the Contract. The County shall submit any new agreements throughout the life of the Contract. The agreement should be made in accordance with the applicable Federal cost and administrative principles under 2 CFR Part 200 and 45 CFR Part 75.

XII. AUDITING REQUIREMENTS

A. Requirement to Have an Audit

Unless waived by DCF, the County 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 County 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 reimbursement received:

- OMB Federal Awards Requirements, [2 CFR Part 200 – Requirements for Pass-through Entities](#), [2 CFR Part 200 – Audit Requirements](#), and [45 CFR Part 75](#) when applicable;
- The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to local governments having [2 CFR Part 200](#) audits and [45 CFR Part 75](#) when applicable; and/or
- The Provider Agency Audit Guide (PAAG). All Counties 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.

C. Fund misappropriation or fraud

The County and any contracted auditors must report all known or likely fraud affecting a State/Federal award unless such fraud is otherwise reported as an audit finding in the schedule of findings and questioned costs for State/Federal awards. This paragraph does not require the County or any contracted auditor to report publicly, information which could compromise investigative or legal proceedings or to make an additional reporting when the auditor confirms that the fraud was reported outside the auditor's reports under the direct reporting requirements of GAGAS (45 CFR part 75.516(a)(6)). The department may require the County to contract for a forensic audit on known fraud instances either reported on the audit report or through the department's fraud hotline.

D. Single Audit Reporting package

The County shall separately submit to DCF and to DHS a single audit 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 County.
2. A summary schedule of prior year findings and the status of addressing 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. The management responses/corrective action plan for each audit issue identified in the audit.

E. Close-out and Forensic 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 County ceases operations or when the County 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 County, 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. DCF may require a close-out audit that meets the audit requirements specified in Section XI, A, above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Federal Awards Requirements and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
3. DCF may require a forensic audit if known fraud is identified through an audit, fraud is reported to DCF or there is suspected misuse of DCF funds. If a forensic audit is required, DCF will specify the funding sources and time periods to be covered by the forensic audit.
4. All other provisions in the Audit Requirements section apply to Close-out and Forensic Audits unless in conflict with the specific Close-out and Forensic Audits requirements.

F. Submitting the Reporting Package to DCF

The County shall separately submit the required reporting package to both DHS and DCF within nine (9) months of the end of the County's fiscal year.

DCF expects electronic submission of the reporting package. DCF Electronic Reporting Packages should be sent to:

DCFAuditors@wisconsin.gov

Telephone: (608) 422-6378

G. Access to auditor's work papers

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

H. Access to County records

The County shall permit appropriate representatives of the Department to have access to the County's records and financial statements as necessary to review County's compliance with the Federal and State requirements for the use of the funding.

I. Failure to comply with the requirements of this section

In the event that the County fails to have an appropriate audit performed or fails to provide a complete audit Reporting Package to the Department within the specified time frames, the Department may apply one or more sanction, including (but not limited to):

1. Disallow the cost of audits that do not meet these standards; and/or
2. Charge the County for all loss of Federal or State aid or for penalties assessed to DCF because the County did not submit a complete audit report within the required time frame; and/or
3. Conduct an audit or arrange for an independent audit of the County and charge the cost of completing the audit to the County; and/or
4. Any other sanction described in Section XII of this Contract, Monitoring and Compliance Reviews.

XIII. MONITORING AND COMPLIANCE REVIEWS

A. Monitoring

The Department will monitor the County's general compliance and adherence to the terms of the Contract and the Scope of Service provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by the Department. If performance monitoring reports are required, the Contractor shall submit an electronic copy of their performance monitoring report in the [SPARC online portal](#) within the allowable days determined by the monitoring plan contract terms.

The Department 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,
- Achievement of program performance standards,
- Adherence to fiscal reporting and cost allocation requirements, and
- Adherence to DCF IT security and confidentiality requirements,
- Customer satisfaction and quality of services provided.
- Sub-recipient monitoring requirements per [45 CFR Part 75](#)

The Department may also monitor customer complaints regarding the operation of the program by the County. The County shall provide the Department with access to all customer records upon request, including the results of County 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 County, or at an earlier date upon mutual agreement. On-site visits based on emergent issues may be conducted by the Department as needed, without advanced notice from the Department.

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

The Department reserves the right to inspect any and all County and Subcontractor records, related to the program at any time during and after the close of the Contract period with respect to relevant records retention periods specified in law and policy.

The Department reserves the right to investigate any and all County and Subcontractor procedures and operations related to the program at any time during the Contract period or for a reasonable time period after the close of the Contract period.

B. Financial and Program Compliance Reviews

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

1. Cooperation with Compliance Review

The County will cooperate with the compliance review by making available County staff, internal documents, and program records. The County will provide the Department with all requested information within thirty (30) calendar days of the Department's request.

2. Compliance Review Report

Upon completion of the compliance review, the Department shall provide the County 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 the Department within sixty (60) calendar days of all information needed from the County being received by the Department. The review report will identify any actions necessary by the County to achieve compliance with requirements and program performance standards, including itemizing any disallowances as appropriate. The Department will make available to the County any additional supporting documentation upon request.

3. County Response

The County shall respond to the review report to specify actions that will be taken by the County to address findings and recommendations in the review report. The County shall respond within thirty (30) days, but may request an extension of up to thirty (30) additional days with the due date determined by mutual agreement. The Department 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 County may identify technical assistance needs to address the actions specified in the review report. The Department may assist the County in making arrangements for technical assistance, if such assistance is warranted.

5. Dispute Resolution

If the County does not agree with the Department's findings or proposed remedies, the County may use the Dispute Resolution procedures under this Contract.

C. Corrective Action

The Department will notify the County of items that require corrective action and the need for the County to develop and submit a Corrective Action Plan. The County response must be submitted within thirty (30) days of the date of the notice under this section, unless the Department approves an extension. The Department must approve the County's plan for corrective action. Failure by the County to fully implement the approved Corrective Action Plan may result in a payment reduction to be determined by the Department. Failure to comply with any part of this Contract may be caused for revision or termination of the Contract.

D. Notice to DCF

The County shall immediately notify the Department if the County is substantially unable to provide the services specified under this Contract. Upon such notification, the Department shall determine whether such inability will require revision or termination of the Contract for cause.

XIV. DISPUTE RESOLUTION

A. General Dispute Resolution Process

If a dispute arises between DCF and County under this Contract, including disputes arising from DCF's finding of non-compliance, payment adjustments, or other remedial measures, the following dispute resolution process and timelines will be used. The timing of steps identified in this process may be extended by mutual agreement of the Department and the County.

1. The County may notify their DCF Regional Office of the dispute in writing and request a review of the issue. DCF Regional Office and the County's representative(s) will attempt to resolve the dispute. DCF Regional Office will involve Department program and financial staff as necessary to resolve the dispute. The County shall provide all necessary information to the assigned Bureau

of Regional Offices staff within thirty (30) days. DCF Regional Office shall provide a written response within fifteen (15) days of receiving necessary information from the County.

2. If the dispute is not resolved with DCF Regional Office, the County may ask for review by a three person panel by sending a written complaint to the WCHSA President and the Administrator of DCF Division of Management Services at the following address: P.O. Box 8916, Madison, Wisconsin 53708-8916. The panel will consist of the WCHSA President or designee, the Administrator of DCF Division of Management Services or designee, and a third member chosen by WCHSA and DCF. Department staff will be assigned to support the panel. The County shall provide all necessary information to the assigned Department staff to share with the panel within ten (10) days of filling the written complaint. The panel shall provide a written response to the County within thirty (30) days of receiving the necessary information.
3. If the dispute is not resolved at the second step, the County may ask for final Department review by sending a written complaint to the Secretary of the Department of Children and Families at the following address: P.O. Box 8916, Madison, Wisconsin 53708-8916. A County may request a meeting with DCF Secretary prior to the Secretary issuing a final decision. If a meeting is requested, DCF must schedule the meeting within thirty (30) days of the request. The Secretary shall assign Department staff within ten (10) days to review the dispute. The County shall provide all necessary information to the assigned Department staff within ten (10) days. The Secretary shall provide a final written response to the County within ten (10) days of receiving the necessary information.

XV. STATE AND FEDERAL RULES AND REGULATIONS

A. Applicable Laws

This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

B. ACF General Terms and Conditions

Contracts which receive federal funding from the HHS Administration for Children & Families are also subject to their [General Terms and Conditions](#).

C. Compliance with Federal Regulations

1. Debarment Certification

In conformance with Federal law, the authorized County representative must review, sign, and return the Certificate Regarding Debarment and Suspension form. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

2. Lobbying Certification

In conformance with Federal law, the authorized County representative must review and complete by signing this Contract the Certification Regarding Lobbying form. If the County engaged in lobbying the federal government, the Disclosure of Lobbying Activities must be completed and submitted to the federal Office of Management and Budget (OMB).

3. Civil Rights Compliance (CRC) Requirements

All Primary Recipients receiving a Grant Award, contract or agreement from the Department of Children and Families (DCF) must complete and submit a CRC Letter of Assurance (LOA). All service providers renewing contracts must submit a new CRC LOA by January 24, 2022 and new

contractors must submit an LOA within 15 working days from the date the grant, contract or agreement was signed, if the agreement is signed after January 1, 2022.

All providers (new to DCF and those renewing contracts) must submit an LOA to DCF Civil Rights Unit to be compliant for the CRC period of January 1, 2022 – December 31, 2025. The Agency shall submit an updated LOA in the event of changes to the key personnel identified in the LOA.

The Agency 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 CRC requirements include developing a CRC Plan, depending on the number of employees and amount of federal revenue received by the agency. The website with Instruction and Templates necessary to complete both your CRC LOA and CRC Plan to meet civil rights requirement is located at: <https://dcf.wisconsin.gov/civilrights/plans>

Additional resources and training information are available at:

<https://dcf.wisconsin.gov/civilrights>

4. Nondiscrimination / Affirmative Action

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

4.1 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on *preparing* the plan and technical assistance regarding this clause can be found at: <https://doa.wi.gov/Pages/StateEmployees/AffirmReq.aspx#>. Instructions for *submitting* completed Affirmative Action Plans or Affirmative Action Exemptions can be found here: <https://dcf.wisconsin.gov/doingbusinesswith>.

4.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

4.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

4.4 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

4.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract,

subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

5. Conversion Therapy

Funding provided pursuant to the resulting contract may not be used for conversion therapy for individuals under eighteen (18) years of age. For these purposes, conversion therapy refers to the practice of attempting to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or eliminate or suppress sexual or romantic attractions or feelings toward individuals of the same sex.

'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.

6. Rights to Inventions Made Under a Contract or Agreement

In conformance with Federal law, the County must comply with [37 CFR Part 401](#) regarding rights to inventions made by nonprofit organizations and small business firms in the use of federal funds.

7. Clean Air Act and Federal Water Pollution Control Act

In conformance with Federal law, the County must comply with the Clean Air Act [40 CFR 111](#). County must additionally comply with the Federal Water Pollution Control Act [40 CFR 140-3](#).

8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In conformance with Federal law, the County must comply with [2 CFR 200.216](#) prohibiting purchase of certain telecommunications equipment or services with federal funds.

9. Never Contract with the Enemy

In conformance with Federal law, the County must comply with [2 CFR 183](#), which prohibits contracts exceeding \$50,000 where services are performed in a country in which members of the Armed Forces are actively engaged in hostilities.

D. Fraud Disclosure

In conformance with 45 CFR 75.113 Mandatory Disclosures, the County must disclose, in a timely manner, in writing to DCF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

E. Federal Funding

Any contracts funded by federal funding are subject to 2 CFR 200 and 45 CFR 75 in their entirety, in addition to the specific references used throughout this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this form, 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 certification 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 certification is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this certification 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 [2 CFR Part 180](#), 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 certification 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 [2 CFR Part 180](#), 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 [2 CFR Part 180](#), 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

The undersigned vendor certifies to the best of your knowledge and belief that the vendor defined as the primary participant in accordance with [2 CFR Part 180](#), and its principals:

- a) Are not presently excluded or disqualified from participation in any covered transactions by any Federal department or agency;
- b) Have not been convicted within the preceding three years of any of the offenses listed in [§180.800\(a\)](#) or had a civil judgment rendered against you for one of those offenses within that time period;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in [§180.800\(a\)](#); and/or
- d) Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Furthermore, the vendor agrees that they will include, without modification, a copy of this clause titled "Certification Regarding Debarment and Suspension" in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors/subcontractors) and in all solicitations for lower tier covered transactions as per [§180.330](#).

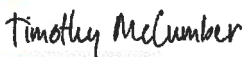
Sauk County

Contractor Name

MBBBU1XPJ4M5

UEI

DocuSigned by:



E01E1A8B4798409
Timothy McCumber

County Board Chair

12/5/2022 | 9:26:58 AM CST

Date

CERTIFICATION REGARDING LOBBYING

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.

Sauk County
Contractor Name

MBBBU1XPJ4M5
UEI

DocuSigned by:

60154A8B42B6409
Timothy McCumber
County Board Chair

12/5/2022 | 9:26:58 AM CST
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to title 31, U.S.C., section 1352
(See instructions for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31, U.S. Code, section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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. Code, 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. 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," 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-DE-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 registrant under the Lobbying Disclosure Act of 1995 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. The certifying official shall sign and date the form; print his/her name, title, and telephone number. The completed form shall be submitted by said official to the federal Office of Management and Budget (OMB).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503.

MINORITY BUSINESS PARTICIPATION REPORT

Wisconsin Department of Children and Families
s.16.75(3m) Wis. Stats.

Return via e-mail to: DCFProcurement@wi.gov

Report Date	Contract / Purchase Order #	Time Period Covered by Report
		<input type="checkbox"/> Monthly: through <input type="checkbox"/> Quarterly: <input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4

Project Name / Contract Title	
Prime Vendor / County Name	DUNS

Minority Vendor County Name, Address and Telephone Number	Product / Service Purchased	Subcontract \$ Amount	Second Tier \$ Amount

If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation. If you have questions, please call DCF Procurement Staff, 608-422-6385 or 608-422-6363

I certify that the information contained on this report is true and correct.

I also certify that I am an authorized representative of the above-identified Prime Vendor / County.

(Prime Vendor/County Authorized Representative Name)

(Title)

Exhibit 1: SCOPE OF SERVICES

2023 STATE AND COUNTY CONTRACT COVERING CHILDREN AND FAMILIES PROGRAMS

The Department and the County are directed by Wisconsin Statutes Chapter 48 “The Children’s Code” to enter into a Contract for the implementation and administration of the Child Welfare Services and Supporting Programs. In consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the County agree as follows:

1. DEFINITIONS

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

- 1.1. **eWISACWIS.** The SACWIS system in Wisconsin is referred to as eWISACWIS. This is a comprehensive automated case management tool that meets the needs of all staff (including social workers and their supervisors, whether employed by the State, County, or contracted private providers) involved in foster care, adoptions assistance and subsidized guardianship case management.
- 1.2. **IV-E Program.** The Wisconsin program that provides funding for out-of-home care maintenance payments, independent living services, and county child welfare services to children and families as specified under Federal Title IV-E pursuant to: 45 CFR parts 1355, 1356 and 1357 and Wis. Stat. Chapters 48 and 938, as **promulgated in the Department’s [Title IV-E State Plan and Prevention Plan](https://dcf.wisconsin.gov/files/cwportal/funding/pdf/title4e/4e-stateplan.pdf)**:
<https://dcf.wisconsin.gov/files/cwportal/funding/pdf/title4e/4e-stateplan.pdf>
- 1.3. **Statewide Eligibility Unit (SEU).** DCF contracted unit responsible for determining IV-E eligibility recommendations for children in foster care, adoption assistance and subsidized guardianship.
- 1.4. **WCHSA.** The Wisconsin County Human Services Association, the Counties’ single point of contact for the Children and Families Programs Contract.
- 1.5. **Child Protective Services.** The set of services provided to children and families that are designed to promote and manage the safety of children who have been maltreated or who are at risk of maltreatment, to ameliorate the effects of maltreatment, and to alter the conditions that create the risk of child maltreatment in families
- 1.6. **Youth Justice.** The set of services provided to persons who are served in programs directed at the prevention of delinquency and/or the assessment or supervision of youth referred to court intake due to allegation of delinquency, found to be delinquent as defined under Wisconsin statutes, or juveniles who are alleged to be in need of protection or services

2. COUNTY’S DUTIES AND RESPONSIBILITIES

- 2.1. **General Requirements.** Implement and administer the responsibilities specified in this Contract with respect to Child Welfare Services and Supporting programs in accordance with the language of Wis. Stats. Chapter 48 “The Children’s Code” and other State and Federal statutes, State administrative rules, Federal regulations and controlling court cases in effect during the term of this Contract. The County agrees that the functions performed and services provided or purchased by the County, as specified in this Contract, shall be performed in accordance with statutes and rules stated above and the Department Administrator’s Numbered Memo Series, Information Memo Series, Child Welfare program standards and other audits and compliance reviews as applicable. Unless otherwise stated,

2.2. Provide Services.

2.2.1. Except as provided in State and Federal statutes, the County shall perform the functions and provide the services within the limits of State and County appropriations, and County appropriations used to match State and Federal funds.

2.2.2. Nothing in this Contract shall be construed to require the expenditure of County funds, except as specifically provided herein and authorized by the County board.

2.2.3. Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party, the County Department of Social Services, the County Department of Human Services and the County Department of Health and Human Services. The parties agree that the County shall carry out its responsibilities under the sections of this Contract through its appropriate County Departments.

2.3. Provide Customer Service. Provide direct customer service by responding to all inquiries. The County shall respond to the participant inquiries and complaints referred from the Department according to the standards established in the County Customer Service and Administrative Complaint Process in DCFS Memo Series 2003 – 07.

2.4. Administrative Activities. The County agrees to undertake the administrative activities including cooperation with the Statewide Eligibility Unit (SEU), to assure that Federal financial participation eligibility is determined accurately for children under County supervision who receive out-of-home care.

2.5. Hold Harmless. If the County is of the opinion that any directive of the Department conflicts with a mandate contained in a Federal statute or regulation, the County will communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the County complies with the Department's decision, the County shall be held harmless from claims by the Department relating to such a conflict. In the event of a lawsuit challenging the validity of child welfare statutes, regulations, or Department policies, the Department will defend such a lawsuit. In defending lawsuits, each party to the Contract shall be responsible for matters within that party's authority and control.

2.6. Internet Access. Provide and maintain access to the Internet and email for caseworkers and administrative staff. Supply DCF with authorized personal names and email addresses upon request.

2.7. Notify DCF Legal Counsel. Notify DCF legal counsel in writing and a timely manner of any child welfare case that is appealed to the Court of Appeals or the Supreme Court.

2.8. Performance Expectations. The department will monitor county and state-wide performance on the following child welfare indicators defined and measured through the Department's Key Performance Indicator process:

- Initial Contact Completed or Attempted Timely
- Overdue Initial Assessments
- Caseworker Contact Timeliness
- Out-of-Home Care Maltreatment: Any Substantiation
- Recurrence of Maltreatment
- Legal Permanency less than 12 months
- Legal Permanency 12-23 months
- Legal Permanency greater than 24 months
- Placement Stability
- Reentry after reunification less than 12 months
- Potentially Inactive Cases

performance on the above indicators will be reviewed by the department up to four times per year (February, May, August and November). The Department, through this process, may identify statewide, county or a group of counties that may be impacting the performance of an indicator. If the Department determines that current initiatives or priorities are not meeting the needs to improve our overall performance on an indicator, the Department may contact individual counties or groups of counties to develop an improvement plan. The department would work with their Bureau of Regional Operations (BRO) staff, and counties to develop an improvement plan, if warranted. This improvement plan could utilize the use any number of approaches to continuous quality improvement (CQI), including use of the improvement model DAPIM™ (Define, Assess, Plan, Implement, and Monitor), to support improvement efforts of a county, a group of counties, or statewide performance on an indicator. BRO would monitor the improvement plan on a quarterly basis by utilizing the following monitoring template:

Objective	Performance Metric	Improvement Process	Activities	Follow up Mechanism
<i>Specify</i>	<i>Key Performance indicator</i>	<i>Identify progress and phase of the improvement project in utilizing the DAPIM™ improvement model</i>	<i>Identify activities to date the improvement team has taken</i>	<i>Specify how monitoring results will be communicated</i>

The Department would provide assistance to counties in developing improvement plans through their BRO or CQI Advisory Committee.

3. TITLE IV-E REQUIREMENTS

- 3.1. IV-E Foster Care Eligibility Reporting.** Timely assistance with obtaining eligibility documentation, including:
- All persons residing in the removal home and their relationship to the children being removed;
 - Financial data for all persons in the removal home, including earned or unearned income, trust account information, etc.; and
 - Responding to email or telephone calls requesting further assistance from DCF employees and authorized representatives.
- 3.2.** Timely and accurate documentation of IV-E eligibility-related case information in eWISACWIS, as prescribed in the [Title IV-E Eligibility and Reimbursability Policy Manual](#) and other Child Welfare Program Standards, Numbered Memos and Forms [maintained at the Child Welfare Policy Portal](#)
- Obtaining, scanning, and uploading all relevant court orders, voluntary placement agreements and other legal documents (see section IV of the Title IV-E Eligibility and Reimbursability Policy Manual);
 - Opening and closing of placements/episodes;
 - Ensuring that imminent risk is documented in the plans for out-of-home care candidates and meets the policy requirements spelled out in section 11 of the Title IV-E Eligibility and Reimbursability Policy Manual.
 - Ensuring that imminent risk and prevention services are documented in the prevention plans for title IV-E prevention candidates and meet the policy requirements spelled out in section 12 of the Title IV-E Eligibility and Reimbursability Policy Manual.
 - Permanency plan hearing documentation of administrative and judicial hearings under the planning tab.
 - Providing a Foster Home Licensing Application (DCF-F-CFS-2386) to all court-ordered kinship care providers and documenting this in eWISACWIS.
 - Detailed assessment, case planning, documentation, judicial determinations and ongoing review and permanency hearing requirements for children placed in Qualified Residential Treatment Program placements as described in section 17 of the Title IV-E Eligibility and Reimbursability Policy Manual.
- 3.3.** Timely performing and entry of licensing and background check requirements per DCF 56 and s. 48.685, Wis. Stats., and DHS 12, including:

conducting and approving criminal background checks (FBI, DOJ, IBIS and sexual offender reverse address) for all licensed providers as prescribed in DSP Numbered Memo 2015-02 regarding adding caregiver background check information into eWiSACWIS within 7 days of the issuance of the license.

<https://dcf.wisconsin.gov/files/cwportal/policy/pdf/memos/2015-02.pdf>

- Documenting license and demographic information for foster home parents as prescribed in DSP Numbered Memo 2015-02 regarding documentation requirements for foster care and kinship care providers in eWiSACWIS. <https://dcf.wisconsin.gov/files/cwportal/policy/pdf/memos/2015-02.pdf>

3.4. Timely performing and entry of payment information for children in out-of-home care placements, including:

- Uniform Foster Care Rate Settings per DCF 56, s. 48.62(4), Wis. Stats., and the Uniform Foster Care Rate Setting Policy including:
The use of allowable costs in the Exceptional portion of the foster care rate.
Completing timely rate settings at the time of placement and periodic reviews as required.
Documenting and approving foster care rate setting information properly into eWiSACWIS as described in the [Uniform Foster Care Rate Setting Policy](#) .
- Monitor Financial Metrics and correct issues: <https://dcf.wisconsin.gov/files/ewisacwis-knowledge-web/financial/financial-metrics.pdf>
 - In Process Checks:
Provide check numbers, dates and other information needed for DCF to process out-of-home care payments for federal IV-E maintenance claiming.
 - Outstanding Overpayments:
Resolve overpayments for out-of-home care costs so the amount reported in eWiSACWIS represents the correct payment amount to the out-of-home care provider.
 - Over the Limit Trust Accounts: Ensure that amounts recorded in trust accounts for children do not exceed trust account limits and that trust accounts comply with Supplemental Security Income (SSI) requirements,

3.4.1. Performance Expectations: The Department will monitor county compliance and provide technical assistance where applicable.

3.5. Preparation for and participation in initial and ongoing judicial determinations as identified in WI State Statute 48.21, 48.38, 48.63 & 938.21, including the following court order language:

- Placement and Care Responsibility (PAC)
- Contrary to Welfare (CTW)
- Reasonable Efforts to Prevent Removal (REPR)
- Reasonable Efforts to achieve Permanency Plan goals (REPP)
- For Voluntary Placement Agreements (VPA), assurances that:
 - The agreement is documented on the State form containing PAC responsibility, as prescribed in DCF Forms.
<https://dcf.wisconsin.gov/files/forms/doc/1590.docx>
 - Child must be placed in an allowable placement.
 - The VPA is in effect for no more than 180 days.
 - The subsequent CTW finding must be made by the expiration date of the VPA, or by the 180th day after removal, whichever comes first.

3.6. Fiscal and Client Reporting Conditions on the Use of Additional Funds

Counties must submit monthly child welfare administrative expenditures on SPARC lines to the Department. These components are reported as part of a county's expense reports, and are used to support DCF's title IV-E administrative claim:

- Line 3301N – County CPS employees enrolled in the WiLearn new professional training program
- Line 3329 – Administrative costs of private Child Placing Agencies
- Line 3683 – Agency management, support, and overhead (AMSO) for County child welfare employees
- Line 3683N – AMSO for county CPS employees enrolled in the WiLearn new professional training program

For more information, see:

<https://dcf.wisconsin.gov/files/cwportal/funding/pdf/title4e/4e-claimingguide.pdf>

- 3.7.** Random Moment Time Survey (RMTS) requirements. The RMTS process accumulates a statistically valid sample of employee activities and calculates the percentages of IV-E reimbursable activities based on those samples.
- RMTS Staff Roster liaisons must update their respective rosters monthly to accommodate the monthly RMTS sample
 - Only workers that meet the criteria for inclusion on the RMTS Staff Roster should be added to each agency's roster <https://dcf.wisconsin.gov/files/finance/rmts/rmts-training/rmts-roster-instructions.pdf>
 - County workers who receive an RMTS sample email must accurately respond with the task that they are doing at the time of the sample in the RMTS system. Each response must be submitted within two business days of the sample date and time.
- 3.8.** Counties must maintain and make available auditable documentation used in the calculation of the SPARC lines and RMTS roster:
- County staff or organizational chart for validation of the monthly RMTS Staff Roster
 - Staff that comprise the 3301 and 3301N line codes, including workers on the RMTS Staff Roster and their supervisors
 - Contracts and/or invoices that support administrative claiming for child placing agency costs on Line 3329
 - Administration, Management, Support, and Overhead (AMSO) calculation method for Line 3683 and 3683N

4. RECORDS

- 4.1. eWiSACWIS Case Record.** eWiSACWIS is the case management automation tool used by all public and private social workers responsible for child welfare case management activities. Furthermore, County and Contractor staff are expected to enter all case management information into eWiSACWIS so it holds the "official case record" - a complete, current, accurate, and unified case management history on all children and families served by the Title IV-B/IV-E program.

5. REPORTING

- 5.1. Expenditure and Revenue Reporting.** DCF will use expenditure and revenue information submitted to the Department of Health Services for determining total expenditures and revenues for children and families programs. Information will be used from the following reports:
- (1) DHS F-20942 Total Expense by Target Group Standard Program Cluster Report
 - (2) DHS F-22540 Human Services Revenue Report

6. CHILDREN AND FAMILY AIDS

- 6.1. Definitions:**
- 6.1.1.** Children and Family Aids (CFA) payments means the payments allocated per sec. 20.437(1)(b), (km), and (o) and the purposes defined in those sections.
- 6.2.** The County shall be reimbursed for the County's actual expenditures as identified in the State Allocation Column.
- 6.3. County Match.** All County match funds shall be used to earn State match funds on DCF CFA Contract line.

(c) If the County spends DCF CFA in an amount equal to or less than the amount stated on the designated reporting line the County shall earn actual expenditures.

(b) If the County spends DCF CFA in an amount greater than the amount stated on the designated reporting line, the County shall earn all of DCF CFA plus one-half of remaining expenditures up to the amount on the State Match line

(c) Each Contract addendum will be treated as a categorical line for earning purposes with any required County match applied to DCF CFA.

6.4. Carryover of CFA Funds

(a) The County can carry over up to 3% of the total allocation of CFA funds which are unearned in the Children and Family Aids State Match category.

(b) All funds carried over will be added to DCF CFA and can be used for any purpose during the next calendar year. Sec. 48.565 (8), Wis.Stat. prohibits the use of any carry-over funds for administrative costs.

6.5. CFA funds cannot be used to pay for placements in secure detention facilities, juvenile correction facilities or mental health institutions.

7. ACCESS AND EQUAL OPPORTUNITY IN SERVICE DELIVERY

7.1. The County shall post its Equal Opportunity Policy, its Limited English Proficiency, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Department Standards and made available in languages and formats understandable to applicants, clients and employees. The Department will continue to provide appropriate translated brochures and forms for distribution. The language access requirements for persons with disabilities and persons who have limited English proficiency are found in greater detail on the website listed in this section.

7.2. The Department will monitor the Civil Rights Compliance of the County. The Department will conduct reviews to ensure that the County is ensuring compliance by its Subcontractors or grantees according to Department guidelines. The County agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the County, as well as interviews with staff, clients, applicants for services, Subcontractors and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.

7.3. The County agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

7.4. Access to Agency

The County agrees that they will: hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited- or non-English speaking or hearing impaired clients, at no cost to the client; provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and the processing of complaints or appeals; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators or ground floor rooms, and Braille, large print or taped information for the visually impaired or as otherwise required by applicable Federal statutes or State law; post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

8. DEPARTMENT'S DUTIES AND RESPONSIBILITIES

8.1. Maintain an index listing of all the Administrator's Numbered and Information memos that apply to the Child Welfare Program for the Contract year. A complete list of all current and past memos is available online at:

- 8.2.** DCF will maintain, modify and enhance eWISACWIS.

STATE OF WISCONSIN
Department of Children and Families

APPENDIX A TO THE STATE AND COUNTY CONTRACT COVERING
CHILDREN AND FAMILIES PROGRAMS
Appendix Title: **Promoting Safe and Stable Families (SPARC Line: 3306)**

It is further understood and agreed by both parties through this attachment to the State and County Contract Covering Children and Families Programs that:

I. Additional Funds issued for the Purpose and Service of Promoting Safe and Stable Families:

These additional funds may be used by the County only for the following purposes and under the following service conditions:

For expenses incurred in the implementation of a comprehensive Promoting Safe and Stable Families Plan as developed by the county and approved by the Department in accordance with Department guidelines. In addition, these expenses must comply with federal spending requirements.

Failure to meet these purposes and conditions will result in the loss of these funds by the County and their repayment by the County to the Department.

II. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

These funds may be used for all approved purposes as specified in Section I and may be earned without regard to other funding sources. These funds cannot be used to supplant other available funding.

The Department shall apply these conditions in determining the close of the contract. The amount of a subsequent audit adjustment on the funds in this contract shall be based exclusively upon these conditions.

III. Fiscal and Client Reporting on the Use of the Additional Funds

These additional funds and the clients served by them must be reported to the Department on SPARC Line 3306.

The County will submit a program plan to the Department describing the services that will be provided using the funds under this profile and the anticipated outcomes for those services. The Department will prescribe the plan process, including the plan format and the time period covered by the plan. The County will include measurable outcomes consistent with any performance outcomes in the State and County Contract.

The County will submit an annual program report to the Department describing the services actually provided using the funds in this appendix, achievement of anticipated outcomes and number of children and families served in each PSSF service category. The program report must be submitted not later than April 1.

STATE OF WISCONSIN
Department of Children and Families

APPENDIX G TO THE STATE AND COUNTY CONTRACT COVERING CHILDREN AND FAMILIES PROGRAMS
Appendix Title: **Kinship Care Program,**
(SPARC Lines: 3376, 3377, 3380)

It is further understood and agreed by both parties through this attachment to the State and County Contract covering Children and Families Programs that the following requirements apply to the Kinship Care Program.

I. Funds for the Kinship Care Program

The funds for the Kinship Care Program shall be used by the County only for the following purposes and under the following service conditions:

- A. TANF Funding. The funding for Kinship Care Benefits and Kinship Assessments is from federal TANF funds. The funding allocations and expenditures are subject to the allocation limits under s.49.175, Wis. Stats. Each annual award amount under this contract is set considering SPARC payment timing and the limitations under s.49.175, Wis. Stats.
- Funding is divided into separate allocations for expenses reported during January through April and May to December. Efforts shall be made to spend the individual allocations by the specified date. Funding does not carry over from the January through April allocation to the May to December period. Requests to carry over funds from the second allocation period of a year (ending in December) to the first allocation period of the following year (starting in January) may be considered by the Department on a case by case basis.
- B. Return of Kinship Care Benefits SPARC Line 3376. If the County recovers Kinship Care Benefits that were incorrectly paid, the recovered amounts must be reported on SPARC Line 3376. Amounts reported on Line 3376 will reduce the reimbursement received from Line 3377.
- C. Kinship Care Benefits SPARC Line 3377. These funds are for monthly Kinship Care Benefit payments to eligible caregivers as set forth in s. 48.57(3m) Wis. Stats and Administrative Rule DCF 58. The funds may only be used to make benefit payments.

The benefit allocations are based on the projected caseload using actual caseload counts. The Department may conduct surveys to determine caseload trends and make adjustments to benefit funding during the contract period. The Department may also keep benefit funds in reserve. To the extent that funds are available, the Department will reimburse the County for benefit costs in excess of the contract amount during the contract closeout period.

- D. Kinship Assessments SPARC Line 3380. These funds are for costs associated with conducting Kinship Care Assessments, including doing program outreach, accepting applications, conducting background checks, inspecting the homes of caregivers, determining initial eligibility, and doing annual eligibility redeterminations. These funds may also be used towards bassinets, cribs or playpens for Kinship Care families without safe sleeping arrangements.

The assessment allocations are based on the projected caseload. The County will be reimbursed up to the contract amount.

- E. Failure to meet these purposes and conditions may result in the loss of Kinship Care Benefit and Assessment funds by the County and their repayment by the County to the Department.

II. Kinship Care Client Information Reporting

Information on caregiver and child applicants and recipients of Kinship Care Benefits must be reported by the County as specified by the Department:

- A. Information on caregivers receiving Kinship Care Benefit payments and children for whom payments are made must be reported in the eWiSACWIS system as specified by the Department. Client formation must be reported by the 10th day of the following month.
- B. If the County has a wait list for Kinship Care Benefits, the wait list applicants must be reported to the Kinship care specialist and in the eWiSACWIS system as specified by the Department.
- C. Failure to report client information in a timely manner may result in the loss of Kinship Care Benefit funds by the County and their repayment by the County to the Department.

STATE OF WISCONSIN
Department of Children and Families

APPENDIX S TO THE STATE AND COUNTY CONTRACT COVERING
CHILDREN AND FAMILIES PROGRAMS
Appendix Title: **Subsidized Guardianship Reimbursement (SPARC Line 3456)**

It is further understood and agreed by both parties through this attachment to the State and County Contract Covering Children and Families Programs that counties will receive quarterly reimbursement on SPARC line 3456 for qualified Subsidized Guardianship payments and adjustments, as described in DCF Memo Series [2022-08i](#).

I. Reimbursement Logistics and Criteria

County staff do not enter expense data into SPARC; DCF will calculate and upload quarterly reimbursement totals onto SPARC line 3456. Each quarter's reimbursement total will be the sum of new payments and adjustments to prior quarter payments that meet the following criteria:

- Payment is for the cost of subsidized guardianship payments incurred on or after January 1, 2022 (effective date of 2021 WI Act 132);
- Payments must be connected to a Subsidized Guardianship Agreement;
- County agencies must enter payments into eWISACWIS;
- Payments must be connected to a check with a status of "Outstanding"; and
- All transactions processed as of the last Monthly Financial 3 (MF3) batch run of the quarter (March, June, September, or December - see the [current Financial Batch Calendar](#))

Transactions processed after the MF3 date of the final month of each quarter will be reflected in the following quarter's reimbursement (regardless of the month in which the cost of care occurred). **DCF will not process mid-quarter adjustments.** Agencies wanting prompt reimbursement for the previous month's payments should prioritize processing of check batches before the MF3 deadline.

II. Reimbursement Batch Reporting

eWReports Child Welfare Dashboards includes a Subsidized Guardianship dashboard containing summary and detail data for each quarter's payments and adjustments; to access these data:

- Log into [eWISACWIS](#) using your WAMS ID and password;
- Click the "Quick Links" page
- Click the "Reports – Scheduled & On-Demand" link
- Click the "eWReports Child Welfare Dashboards" panel
- Scroll to the Fiscal section

III. Additional County Responsibilities

Long-term funding stability requires counties to follow subsidized guardianship eligibility requirements in Wis. Stat. § 48.623(1) and Wis. Admin. Code § DCF 55.03(1), including:

- The child has been placed in out-of-home care under a voluntary placement agreement pursuant to Wis. Stat. § 48.63 or under a substantially similar tribal court

order or under a court order containing a finding that continued placement of the child in their home would be contrary to the welfare of the child.

- The child has been residing in the home of the guardian for not less than six consecutive months.
- The child's situation precludes return of the child to their home or adoption as appropriate permanency options for the child.
- The child demonstrates a strong attachment to the guardian.
- If the child is age 14 or older, they have been consulted regarding the guardianship arrangement.
- The proposed guardian is the child's relative pursuant to Wis. Stat. § 48.02(15) or like-kin pursuant to Wis. Admin. Code DCF 55.02(7).
- The proposed guardian has a strong commitment to caring permanently for the child.
- The proposed guardian has been licensed as the child's foster parent and the proposed guardian and all adults residing in the guardian's home meet background check requirements.
- The proposed guardian and the local child welfare agency enter into a subsidized guardianship agreement before the guardianship is ordered.
- Proposed guardian is appointed as guardian by a court pursuant to Wis. Stats. § 48.977 or similar tribal law.
- Court order under enumerated statutory provisions placing the child outside the home is terminated or dismissed when guardianship is ordered.
- If the county child welfare agency or DMCPs knows or has reason to know that the child is an Indian child, they have complied with applicable notice provisions and placement preference requirements under the Wisconsin Indian Child Welfare Act.

See DCF Memo Series [2022-08i](#) for more information.

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Community Youth and Family Aids Program Scope of Services

Whereas, the Department and the County are directed by s. 48.526, Wis. Stats., to enter into a Contract for Community Youth and Family Aids Programs provided under s. 20.437 (3)(cj), s. 20.437 (1)(o), and s. 48.526, Wis. Stats., or purchased by the County pursuant to ss. 46.21, 46.215, 46.22, and 46.23, Wis. Stats.;

In consideration of the mutual responsibilities and agreement set forth herein, the Department and the County agree to the following:

1. Definitions

“Youth Aids Target Population” means the groups identified in Section 3 of this Contract.

“Youth Aids” means the amount remaining within s. 20.437 (1)(cj) and (1)(o), Wis. Stats., after specific allocations made under s. 48.526(8) Wis. Stats., and subsequent adjustments to this allocation. Youth Aids funding is composed of the Basic Allocation as allocated in this contract and subsequent amendments, Carryover funds, Community Supervision Reimbursement, and Emergency allocation.

“Basic Allocation” means the amount remaining within s. 20.437 (1)(cj) and (1)(o), Wis. Stats., after specific allocations made under s. 48.526 (3)(dm), 48.526(7) (e), (h), and 48.526(8) Wis. Stats., and subsequent adjustments to this allocation.

“Carryover” means the amount allocated to the county under Wis. Stats. 48.526(3)(dm). The allocation is based on unspent funds in the county’s Basic Allocation in the previous year and does not affect the Basic Allocation for the county.

“Community Supervision Reimbursement” means the amount earned by the County under s. 48.526 (7)(h) for services under s. 938.533(2), Wis. Stats.

“Emergency Allocation” means the amount allocated the County under s. 48.526(7)(e), Wis. Stats.

“AODA Allocation” means the amount allocated to the County under s. 48.526(8), Wis. Stats.

2. Provision of Services and Programs

The County agrees that the Community Youth and Family Aids functions performed and services provided or purchased by the County specified in this Contract shall be performed in accordance with state statutes and administrative rules; federal statutes, rules and regulations; and court orders; and shall meet the requirements of this Contract; the Division of Juvenile Corrections numbered Administrator’s Memo Series to Counties; the Department of Children and Families numbered Administrator’s Memo Series to Counties.

Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party. The parties agree that the County shall carry out its responsibilities under the sections of this

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Contract through its appropriate County departments and in accordance with s. 48.526, Wis. Stats., or purchased by the County pursuant to ss. 46.21, 46.215, 46.22 and 46.23, Wis. Stats.

3. Allowable Use of Funds

Funds under this article may be used to provide or purchase delinquency or delinquency-related services for juveniles and their families who are members of the Youth Aids Target Population in accordance with s. 48.526, Wis. Stats., and children at risk of becoming members of the Youth Aids Target Population, as well as reimbursement of costs of program services, including basic care and supervision costs, in juvenile detention facilities and secured residential care centers for children and youth in accordance with 48.526(2)(c).

The Youth Aids Target Population groups and the priority order for the use of Youth Aids funds are:

Youth adjudicated delinquent under s. 938.34, Wis. Stats., and or youth alleged delinquent under s. 938.12, Wis. Stats.

Youth adjudged in need of protection or services under s. 938.345, Wis. Stats., due to an act under s. 938.13(4), (6), (6m), (7), (12), or (14), Wis. Stats.

Youth Aids funds unspent and unencumbered for services to the Youth Aids Target Population may be used for children in the community at risk of becoming members of the Youth Aids Target Population.

In Accordance with 48.526 (3)(dm) counties may carry over into the next calendar year up to 5% of their Basic Allocation as defined in Section 1 of this contract. Carryover funds do not count against a county's base allocation for the following calendar year.

Counties are responsible for expenses incurred from the Department of Corrections originating from services provided to the Youth Aids Target Population. Funds under this section may be used to cover these expenses.

4. Allocations

All contracted funds for the Basic Allocation and AODA are allocated in two increments. Approximately 50% of the funds are available to counties for the period of January through June as part of the initial CY 2022 contract.

The remaining 50% of the funds will be added to the contract in July 2022 for unreimbursed expenses through June and expenses for the period of July through December. Funding added to the Basic Allocation through the 5% carryover, Community Supervision Reimbursement, and Emergency Allocation will not follow the 50% allocation pattern and will be amended to the July-December Basic Allocation.

Any unused Basic Allocation for the period January 1, 2022 through June 30, 2022 will be carried over into the period July 1, 2022 through December 31, 2022.

Payments will not exceed the County allocation and subsequent adjustments to it.

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The County agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization and budget appropriations for this program during the term of the Contract, and that if the state and federal appropriations which fund this Contract are not made or are repealed or reduced by actions of the Legislature, the Department of Administration as authorized by the Legislature or otherwise, the Department's obligation to fund and the County's obligation to fund and provide the programs under this Contract is suspended, until reestablished under new legislation.

5. Records

General Requirements

The County shall furnish reports and documents to the Department in the format and according to schedules the Department requires. The reports shall comply with Department reporting instructions.

The Department may approve substitute reports developed by the County which contain the information required by the Department, if the County has received prior approval of the substituted reports.

eWiSACWIS Case Record

eWiSACWIS is the case management automation tool used for child welfare (including youth justice) case management activities. County and Contractor staff are expected to enter timely and accurate documentation into eWiSACWIS as prescribed in the Child Welfare Program Standards, Numbered Memos and Forms maintained at the [Child Welfare Policy Portal](#)

Client Records

The County shall maintain client records, reports, evaluations, or other documents needed by the Department to monitor and audit the program. These records will be available until the audit and review processes under Sections VI and VII of this Contract have been completed.

Access to Records

Records maintained by the County under this Contract shall be available to the Department. Unless the Department has reason to believe a law has been violated, the County shall have five working days written notice of the Department's need to access the records. The County may schedule an earlier inspection at its option. If the Department has reason to believe that a law has been violated, it shall have immediate access to the County's records.

Unless otherwise stated in this Contract, this Contract shall not be construed to limit, modify, or extinguish any federal or state agency's legal authority to inspect, audit, or have access to any records, financial statements or other reports maintained by the County; or to modify or limit the County's legal obligation to maintain any record or report required by state or federal statutes, rules, or regulations.

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6. Audits and Reviews

The department may at any time audit all County records relating to the administration of juvenile delinquency related services and may at any time conduct administrative reviews of County departments under ss. 46.215, 46.22 and 46.23, Wis. Stats. If the department conducts such audit or administrative review in a County, the department shall furnish a copy of the audit or administrative review report to the chairperson of the County board of supervisors and the County clerk in a County with a single County department or to the County boards of supervisors and the County clerks in counties with a multicounty department, and to the director of the County department under s. 46.21, 46.22 or 46.23, Wis. Stats.

7. AODA

Funds allocated under s. 48.526(8) are to be used for alcohol and other drug treatment programs.