



Governor Tony Evers
Secretary Jeff Pertl
dcf.wisconsin.gov

INTER-GOVERNMENTAL CONTRACT AGREEMENT

by and between

Wisconsin Department of Children and Families

and

Sauk County

CONTRACT NO

437003-C25-0002481-000-57

ASSISTANCE LISTING

See Funding Table

[Additional Federal Award Information](#)

COMMODITY OR SERVICE DESCRIPTION

State County Child Welfare Contract

CONTRACT TERM

01/01/2025 - 12/31/2025

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

Authorized Signatory

Sauk County
Lisa Wilson
Brent Miller

lisa.wilson@saukcountywi.gov
brent.miller@saukcountywi.gov

Address

505 Broadway
Baraboo WI 53913

Phone

608-355-3500

CC

Jessica Mijal

Jessica.mijal@saukcountywi.gov

Stephanie Box

stephanie.box@saukcountywi.gov

UEI

MBBBU1XPJ4M5

Initial

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 January – June Funding Amount July – December Funding Estimate	93.645/93.658 /93.667	3561	-----	\$1,012,196.00 \$275,352.00 \$736,844.00
Children and Families Allocations (CFA) July – December State Match	93.645/93.658 /93.667	3681	-----	\$80,872.00
Children and Families Allocations (CFA) – MATCH* July – December County Match	N/A	9681	\$80,872.00	-----
Appendix A Promoting Safe & Stable Families (PSSF)	93.556	3306	-----	\$42,827.00
Appendix D Early Childhood Initiative January – April Allocation May – December Allocation	N/A	3335	-----	\$0.00 \$0.00
Appendix G Kinship Care Benefits January – April Allocation May – December Allocation	93.558 93.558	3377A 3377B	-----	\$247,500.00 \$82,500.00 \$165,000.00
Appendix G Kinship Care Assessments January – April Allocation May – December Allocation	93.558 93.558	3380A 3380B	-----	\$24,750.00 \$8,250.00 \$16,500.00
Appendix J CHIPS Legal Services IV-E CW CHIPS Personnel Costs - District Attorney CW CHIPS Personnel Costs - Corporation Counsel CW CHIPS Personnel Costs - Contracted Attorney CW CHIPS Personnel Costs - Clerical Support CW CHIPS Other Costs – CW Development CW CHIPS Other Costs – Non CW Development	93.658	3554 3553A 3553B 3553C 3553D 3553E 3553F	-----	\$35,813.00 Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only
Appendix J CHIPS Legal Services – MATCH*	N/A	9554	\$113,407.00	-----
Appendix J TPR Adoption Legal Service IV-E CW TPR Personnel Costs - District Attorney CW TPR Personnel Costs - Corporation Counsel CW TPR Personnel Costs - Contracted Attorney CW TPR Personnel Costs - Clerical Support CW TPR Other Costs – CW Development CW TPR Other Costs – Non CW Development	93.659	3574 3573A 3573B 3573C 3573D 3573E 3573F	-----	\$11,521.00 Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only
Appendix J TPR Adoption Legal Service – MATCH*	N/A	9574	\$16,579.00	-----
Appendix M WiSACWIS Pass Through IV-E WiSACWIS Equipment Costs WiSACWIS Personnel Costs – CW Program Staff WiSACWIS Personnel Costs - IT Staff WiSACWIS Personnel Costs – Other Agency Staff	93.658	3604 3604A 3604B 3604C 3604D	-----	\$0.00 Reporting Only Reporting Only Reporting Only Reporting Only
Appendix M WiSACWIS Pass Through – MATCH*	N/A	9604	\$0.00	-----

Appendix N IV-E CHIPS Legal Representation of Parents and Children	93.658	3568	-----	\$0.00
Appendix N IV-E CHIPS Legal Representation of Parents and Children Match*	N/A	9568	\$0.00	-----
Appendix N IV-E TPR Legal Representation of Parents and Children	93.659	3588	-----	\$0.00
Appendix N IV-E TPR Legal Representation of Parents and Children Match*	N/A	9588	\$0.00	-----
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 T Temporary Funding Pool for Sex Trafficking Out of Home Care Reimbursement	N/A	3720	-----	TBD
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				\$495,973.00
Jan – June Funding Amount	93.645/93.658	3413	-----	\$247,987.00
July – Dec Funding Amount				\$247,986.00
Appendix V Community Supervision Services	N/A	3414	-----	Uncapped
Appendix X Targeted Safety Support TANF**				\$94,307.31
Jan – April Funding Amount	93.558	3645D	-----	\$30,190.40
May – Dec Funding Amount				\$64,116.91
Appendix X Targeted Safety Support 9.89% Match*	N/A	9645D	\$9,326.99	-----
Appendix X DSP TSSF Safety Resources IV-E	93.658	3645	-----	\$77,409.09
Appendix X DSP TSSF Safety Resources IV-E 9.89% Match	N/A	9645	\$7,655.76	-----
WISACWIS County User Fee	N/A	3935	-----	(\$7,453.00)
PDS Training Partnership Fee	N/A	3940	-----	(\$2,852.00)
Subtotal			\$227,840.75	\$2,121,465.40
TOTAL PROJECT AMOUNT			\$2,349,306.16	

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

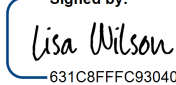
**If TANF funded, refer to program appendix associated with these funds for further information.

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.

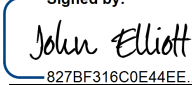
Signatures

Signed by:

631C8FFFC930404...

Lisa Wilson
County Administrator

12/18/2024 | 12:12:05 PM CST

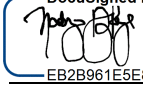
Date

Signed by:

827BF316C0E44EE...

John Elliott
Division Administrator
Wisconsin Department of Children and Families

12/9/2024 | 11:51:47 AM CST

Date

DocuSigned by:

EB2B961E5E8F4C9...

Nadya Perez-Reyes
Deputy Secretary
Wisconsin Department of Children and Families

12/9/2024 | 11:54:43 AM 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 01/01/2025 through 12/31/2025.

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

It is DCF's expectation that the County or their contractors, if applicable, 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 incurred allowable 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 incurred 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 incurred allowable 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. Confidentiality of 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 the 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;
2. 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
3. Information designated as confidential in writing by DCF.

C. PII: Personally Identifiable Information: Defined as any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual such as medical, educational, financial, or employment information.

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

D. Breach of Confidentiality

If the County becomes aware of any actual use or disclosure of any Confidential Information or has the reasonable belief that there has been a use or disclosure of any Confidential 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 and the Confidential Information that was or may have been disclosed.

In the event of a breach of this Section, each agency agrees that, as related to this interagency contract, any loss or expense (including costs and attorney fees) will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense. The County will not be responsible for any loss or expense in situations when the County disclosed Confidential Information at the express direction of the Department.

This includes, but is not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

If a breach occurs, 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 cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such actual breach, or to recover confidential information, including complying with a Corrective Action Plan as provided for in Section XII C.

X. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

A. Records Access and Retention

Under §19.36 (3) Wis. Stats., 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 6 years beyond the end of this contract, or the period specified in the attached Scope of Services if a different retention period is required. 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. DCF will inform the county in the event records would be affected by this.

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

The 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

Where the County requires access to DCF systems or data, 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 system security in accordance with the Department's policies and procedures. The County is required to comply with and use the standards established by the National Institute of Standards and Technology (NIST) special publications, under their current revisions 800-53 (Rev. 5) - Minimum Security Controls (Moderate-Impact Baseline), for County information system security policies and procedures. DCF will provide general statewide guidance to the County to use the NIST standards.

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 apply to County staff, Subcontractors and other staff authorized by the County to carry out Contract responsibilities. In the event that any individuals require access to the State's automated systems, 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, the County will prepare and submit to the Department properly executed data sharing agreements, appropriate confidentiality agreements or completed access request [forms](#) as defined by the Department to the contact included on the form instructions. 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

1. The county will submit their annual single audit package to the Federal Audit Clearinghouse (FAC) within nine (9) months of the county's year-end close.
2. The county will submit to DCF the auditor-issued Management Letter if not included in the package submitted to the FAC to DCFAuditors@wisconsin.gov; and
3. The county will submit to DCF at DCFAuditors@wisconsin.gov the management responses/corrective action plan for each audit issue identified in the audit if not included in the package submitted to the FAC.

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 the Federal Audit Clearinghouse (FAC) within nine (9) months of its fiscal year-end. Audits not submitted within 9 months will delay issuance of future DCF contracts.

In the event a county cannot meet this provision, they can contact DCF to discuss the circumstances and any next steps.

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 complaints regarding the operation of the program by the County. The County shall provide the Department with access to all relevant records upon request, including the results of County administrative reviews of complaints. DCF administrative review of complaints are required as specified by DCF program policies.

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](#).

County of Sauk
Contractor Name

UEI
UEI

Signed by:

631C8FFFC930404...
Lisa Wilson
County Administrator

12/18/2024 | 12:12:05 PM 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.

County of Sauk

UEI

Contractor Name

UEI

Signed by:

631C8FFFC930404...
Lisa Wilson
County Administrator

12/18/2024 | 12:12:05 PM 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 _____

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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"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4
		<input type="checkbox"/> Quarterly:

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)

UI APPENDIX

UNEMPLOYMENT INSURANCE CONFIDENTIALITY SAFEGUARD REQUIREMENTS AND DISCLOSURE OF RECORDS TO THIRD PARTIES

In addition to the confidentiality and safeguarding requirements required in this contract, any staff who have access to the Department of Workforce Development's unemployment insurance (UI) data shall comply with the requirements as set forth in DWD 149.06(1)(a)-(i), Wis. Admin. Code (2022), and restated immediately below.

DWD 149.06 Confidentiality safeguard requirements and disclosure of records to third parties.

(1) Third party recipients of unemployment insurance records shall comply with all of the following confidentiality safeguard requirements:

(a) Safeguard disclosed information against unauthorized access or redisclosure.

(b) Use the disclosed information only for the purposes authorized by law and consistent with any applicable record disclosure agreement under s. [DWD 149.07](#).

(c) Store disclosed information in a safe place physically secure from unauthorized access.

[DWD 149.06\(1\)\(d\)](#) (d) Store and process information in electronic format in a way that unauthorized persons cannot obtain the information by any means.

(e) Ensure that only authorized persons are given access to disclosed information stored in a computer system.

(f) For third parties authorized to receive information by an individual or employing unit under s. [DWD 149.03 \(3\)](#), maintain a copy of the written release authorizing each access and ensure that access to disclosed information will be only to those authorized under the release.

(g) Instruct all persons having access to disclosed information of the confidentiality requirements and the penalties for unauthorized disclosure, and have these persons sign an acknowledgement that they have been so instructed and agree to report any infraction promptly.

(h) Dispose of all disclosed records and copies after the purpose for which the information was disclosed has been served or when the department considers appropriate, except for disclosed information possessed by any court.

(i) Allow the department to conduct on-site inspections of the disclosed records and to audit for compliance with this section.

This appendix is included in this contract to comply with DWD 149.06(3), Wis. Admin. Code (2022), which states the following:

(3) Any record disclosure agreement with an agent of a public official for disclosure must be made with the public official and hold the public official responsible for ensuring the agent complies with the confidentiality requirements in s. [DWD 149.06 \(1\)](#).

Exhibit 1: SCOPE OF SERVICES

2025 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:**
- 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, on-line manuals take precedence over paper manuals; These documents are maintained at <https://dcf.wisconsin.gov/cwportal/policy>
- 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

Performance on the above indicators will be reviewed by the department regularly throughout the year. 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) 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 uploading 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 3301 – County child welfare employees
 - 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
- 3.9 Title IV-E foster care maintenance and administration funds. DCF will annually provide information about the state's Title IV-E revenues, expenditures, and balances; including the amounts claimed on county expenses and appropriated by the legislature to fund the Children and Families Allocation (CFA).

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. 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.

4.1.1 SYNC Portal. County and Contractor staff are required to use SYNC eWiSACWIS functionality for purposes including but not limited to, where available, providing automated notifications sent by eWiSACWIS and transmitting information to Providers (DCF licensed child welfare facilities) for placements of children. Through SYNC, DCF will provide a secure portal for facilitating the transfer of information to Providers. On a state level, DCF will take steps to encourage the use of SYNC by providers including facilitating SYNC system access and training for provider staff. County agencies are responsible for proper disclosure of records to providers through SYNC and for ensuring that there is a legal basis under applicable state and federal confidentiality law-for transmitting records to providers.

4.1.2 eWiSACWIS and financial systems

Federal law requires a bidirectional electronic interface between eWiSACWIS and the County financial system that, absent manual review and corrections needed in expectational circumstances, functions in a smooth, automated fashion. This is necessary for both IV-E claiming and for CCWIS compliance.

DCF and counties' intent is to reestablish functioning interfaces with all counties by the end of 2025 and ensure continued operation of those interfaces. To that end, DCF will regularly monitor the functioning of the financial interfaces for CCWIS compliance and provide outreach, technical support and documentation to assist counties in resolving any identified problems. Counties that do not currently have a functioning financial interface will work with their vendors and DCF to develop a plan to set up the interface, including estimated costs. Costs are partially reimbursable vial the eWiSACWIS IV-E passthrough process. During CY 2024 and CY 2025, DCF will provide funding to counties for the non-federal share of the one-time cost of re-establishing their fiscal interfaces if necessary, up to \$10,000 per county (higher costs may be covered with advance approval subject to available funding). Specific timelines for implementing plans to reestablish interfaces will be determined by individual counties in consultation with DCF and implemented by the end of CY 2025 wherever feasible; however, counties that work through this process in good faith and take steps to come into compliance will be considered to have made acceptable progress toward compliance even if unanticipated barriers preclude full implementation before the end of CY 2025.

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.

(a) 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:
<https://dcf.wisconsin.gov/cwportal/policy>.
- 8.2.** DCF will maintain, modify and enhance eWISACWIS.

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 in accordance with DCF 58.

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.
- 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 in accordance with DCF 58.08(16).
- 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 of both enrolled and waitlisted. 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, but not limited to, doing program outreach, accepting applications, conducting background checks, assessing 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 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 per DCF 58.08(10) and (11).
- C. Failure to report caregiver/household 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 J TO THE 2025 STATE AND COUNTY CONTRACT
COVERING CHILDREN AND FAMILIES PROGRAMS

Appendix Title: **Title IV-E Reimbursement for Legal Services**
(SPARC Lines: 3553A-F, 3554, 9554, 3573A-F, 3574, 9574)

This attachment to the State and County Contract Covering Children and Families Programs includes program, reporting and payment information.

Applications for Title IV-E Reimbursement for Legal Services must be received by October 27, 2023 to be awarded funding for an approved budget.

It is further understood and agreed by both parties that:

- I. Additional Funds Issued for Title IV-E Legal Service Reimbursement are to be used to support the expansion of legal services for child welfare programs.

Reimbursable costs may only be incurred retroactive to the effective date of the agreement between the County and the Office of the Corporation Counsel, District Attorney or private providers.

Any unused funds from the CHIPS Legal Services federal line or the TPR Adoption Services Federal line may be transferred between lines following a written request by the County to the Department.

All adjustments to the contract levels will be provided to the County through a contract amendment.

- II. Purpose and Service Conditions on the Use of the Additional Funds

These funds are for IV-E Reimbursement for Legal Services, under the terms and conditions identified in DCFS Memo Series 2005-13, 2006-03 and updates located at <https://dcf.wisconsin.gov/files/cwportal/policy/pdf/memos/2005-13.pdf>

The attorney shall represent the child welfare agency regarding children in out-of-home care in pursuing permanence for those children in accordance with established permanence goals, including the diligent pursuit of termination of parental rights, adoption and guardianship, as requested by the agency and in accordance with professional legal judgment.

Legal Services staff used as match or funded with IV-E funds must do time reporting to support the amount of costs reported to this contract.

Criminal prosecution of persons charged with child abuse and neglect does not qualify for the IV-E reimbursement program. Attorneys that handle both criminal prosecutions and Child in Need of Protection or Services (CHIPS) petitions may only charge time associated with the CHIPS activity to the contract.

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.

- III. Fiscal Conditions on the Earnings of the Additional Funds

The County will provide the matching funds and the Department will pass through earned

federal funds for legal services associated with these activities.

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

The County, for the CHIPS Services, shall report 100% of their costs on the SPARC Lines 3553A-F (CHIPS Legal Services) and will be paid by the Department on SPARC Line 3554 (CHIPS Legal Federal) limited to 26% of the total costs reported. 74% of reported expenses will be allocated to SPARC Line 9554 (CHIPS Legal Match) non-reimbursable County local share.

Further, for the TPR Adoption Services, the County shall report 100% of their costs on the SPARC Lines 3573A-f and will be paid by the Department on SPARC Line 3574 (TPR Adoption Federal) limited to 40% of the total costs reported. 60% of reported expenses to SPARC Line 9574 (TPR Adoption Match) non-reimbursable line County local share.

	Expense Category
3554	CW CHIPS Legal Reporting Line (Payment Only)
9554	CW CHIPS Legal Reporting Line (Non-reimbursable (Info Only) Line)
3574	CW TPR Legal Reporting Line (Payment Only)
9574	CW TPR Legal Reporting Line (Non-reimbursable (Info Only) Line)
3553A	CW CHIPS Personnel Costs - District Attorney (Reporting Only Line)
3553B	CW CHIPS Personnel Costs - Corporation Counsel (Reporting Only Line)
3553C	CW CHIPS Personnel Costs - Contracted Attorney (Reporting Only Line)
3553D	CW CHIPS Personnel Costs - Clerical Support (Reporting Only Line)
3553E	CW CHIPS Other Costs – CW Development (Reporting Only Line)
3553F	CW CHIPS Other Costs – Non CW Development (Reporting Only Line)
3573A	CW TPR Personnel Costs - District Attorney (Reporting Only Line)
3573B	CW TPR Personnel Costs - Corporation Counsel (Reporting Only Line)
3573C	CW TPR Personnel Costs - Contracted Attorney (Reporting Only Line)
3573D	CW TPR Personnel Costs - Clerical Support (Reporting Only Line)
3573E	CW TPR Other Costs – CW Development (Reporting Only Line)
3573F	CW TPR Other Costs – Non CW Development (Reporting Only Line)

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 2023-24i.

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 must be completed as of the Monthly Financial 3 (MF3) batch run after the recently completed quarter (March, June, September, or December - see the [current Financial Batch Calendar](#))

Transactions processed after the MF3 date will be reflected in next 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/customary 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), or extended family member pursuant to Wis. Stat. § 48.028(2)(am).
- 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 substantially 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, federal Indian Child Welfare Act, and the 2016 ICWA Regulations.

See DCF Memo Series 2023-24i for more information.

2025 Appendix V – Youth Aids

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

2025 Appendix V – Youth Aids

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 contract.

The remaining 50% of the funds will be added to the contract in July for unreimbursed expenses through June and expenses for the period of July through December. Funding added to the Basic Allocation through the 5% carryover 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 through June 30 will be carried over into the period July 1 through December 31.

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

2025 Appendix V – Youth Aids

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. Community Supervision Reimbursement **Reimbursement Logistics**

County staff do not enter expense data into SPARC; DCF will calculate and upload biannual reimbursement totals onto SPARC line 3414. Each biannual reimbursement total will be the sum of payments for DOC Community Supervision services as invoiced by the Department of Corrections (DOC).

Reimbursement Schedule

DCF receives Community Supervision invoice totals from DOC annually in August and February. Reimbursement transactions will be processed within a month (September and March).

6. 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.

2025 Appendix V – Youth Aids

7. 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, 46.211.1, r 46.23, Wis. Stats.

8. AODA

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

Department of Children and Families

APPENDIX X TO THE STATE AND COUNTY CONTRACT
COVERING CHILDREN AND FAMILIES PROGRAMS
Appendix Title: **Targeted Safety Support Funds(SPARC Code: 3645)**

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 providing Targeted Safety Support Funds:

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 Targeted Safety Support Funds 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 the Targeted Safety Support Funding Guide 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 3645A, Line 3645B, Line 3645C and Line 3645D. A match of 9.89% will be calculated and allocated to 9645/9645D; agencies will be reimbursed at a 90.11% rate.

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 a 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 with TSSF. Reporting requirements are outlined in the Targeted Safety Support Funding Guide.



**Wisconsin Department of
Children and Families**

Wisconsin's Targeted Safety Support Funds

Program and Fiscal Guide for Counties: January 2025-December 2025

Updated: August 2024

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Funding Purpose and Goals

Purpose:

Wisconsin's Targeted Safety Support Funding (TSSF) reduces trauma to children by keeping children safe with their families, providing support and resources to build on family strengths, preventing future maltreatment and supporting reunification planning to prevent re-entry.

TSSF operationalizes Wisconsin's Department of Children and Families (DCF) strategic transformation and vision for our child welfare system by providing funding to local child welfare agencies that can be used to tailor in-home services and supports based on unique family and community needs.

Primary Goal:

The primary goal of the TSSF is decrease child placements by keeping families together by:

- Increasing parental protective capacities
- Helping families develop and access formal and informal supports
- Reducing maltreatment to children
- Supporting reunification planning to prevent re-entry

General Requirements

- Data and information must be entered timely into eWiSACWIS to support eligibility requirements, demonstrate fidelity to practice requirements, and support TSSF payment to the CPS agency.
- Cost reporting must be submitted monthly. See [Cost Reporting](#) section for more information.

Funding Description

The use of TSSF is appropriate when CPS determines that a child is unsafe but Danger Threats can be controlled in the home with a Protective Plan or a Safety Plan. Families may be enrolled in Targeted Safety Support Funds if these conditions exist at any time in the case process.

TSSF is guided and administered in accordance with:

- [Wisconsin Children's Code \(Chapter 48\)](#)
- [Wisconsin's Child Protective Services Safety Intervention Standards](#)
- [Wisconsin's Child Protective Services Access and Initial Assessment Standards](#)
- [Wisconsin's Ongoing Services Standards](#)
- [Federal Temporary Assistance for Needy Families \(TANF\) Laws and Regulations](#)
- [DCF's Allowable Cost Policy Manual](#)

Targeted Safety Support Funding is available to local child welfare agencies to serve families when children are assessed unsafe and at-risk of removal from their home or are being returned home from placement under a Safety or Protective Plan. When safety or protective planning, agencies provide intensive services to keep children safe while keeping the family together. Targeted Safety Support Funding has been made available to agencies to better ensure access to vital funding, particularly during the critical phases of the child protective services casework process. During these key times, such as in the course of conducting an Initial Assessment or shortly before and after a child's reunification with their family, TSSF is available for agencies to be reimbursed the cost of select services and supports that may be used on a Safety or Protective Plan.

Agencies can determine the appropriate enrollment period in TSSF based on the family's identified needs. These needs, and the corresponding agency response to these needs, must be included and documented as part of the Safety or Protective Plan. Total enrollment length is individualized at the agency's discretion for each child enrolled.

Within enrollment, there are four services that reimbursement is restricted to a six-month time limit. These services are:

1. **Food/clothing**
2. **Housing assistance**
3. **Transportation**
4. **Daycare**

These time-limited services are concrete services generally used for short-term stabilization and can be accessed outside of the child welfare system. If the agency determines that the services are still needed to mitigate a safety threat past the six-month reimbursable time-limit, the agency is responsible for those service costs. Further information regarding this is found in the [Allowable Services](#) section of this manual.

Allocation Award Structure

Local child welfare agencies are awarded TSSF by DCF annually. A portion of these funds will be available throughout the full contracted year while a portion of these funds are made available to agencies for two separate allocation periods (January – April/May – December) to serve all enrolled children and their families.

To accommodate funding cycle variance within the calendar year period associated with the State/County contract and the fiscal year of the funding source, a portion of TSSF is broken into two funding allocations. Within the contract, each agency will be awarded January – April and May – December allocations. These funds are available to cover specific allowable costs for enrolled children within that given allocation period (January – April/May – December). **Funds not spent from the January – April allocation cannot be utilized after April 30th; these expenses must be reported in SPARC by the final cost reporting deadline of June 29th** Due to

this allocation split, it will be important for agencies to be mindful of their January-April allocation balance to ensure that this portion of TSSF funds are utilized.

Service Type	Allocation Availability
Safety Supports	Split into Allocation Periods: January-April, May-December
Safety Resources	Flexible Entire Contract Period

Allocation balances can be checked on the **Contract Balance Report**:

<https://dcfparc.wisconsin.gov/reports/contract-balance>. If you have any questions regarding viewing your agency's contract allocation balances, please contact DCF Finance: DCFFinanceGrants@wisconsin.gov.

Eligibility and Enrollment Requirements

Eligibility is related to specific characteristics of the child(ren) and the family receiving CPS services and timely data entry associated with the child(ren) and family in eWiSACWIS. A child is eligible to be enrolled into TSSF if the requirements outlined below are met and correctly documented in eWiSACWIS.

To qualify for TSSF the following is required:

- The child(ren) and family are being served as part of a Child Protective Services intervention (**identified as a CPS case in eWiSACWIS**) OR the child is an infant who is being served under the [Drug Affected Infants policy](#)*.
- There is an active, approved Protective Plan or Safety Plan in place due to the identification of danger threats that affect child safety and the plan is documented in eWiSACWIS. **Note:** There is a validation in eWiSACWIS that requires the Protective or Safety Plan to be active.

If a local child welfare agency determines that it would be appropriate to enroll a child(ren) in TSSF, the agency is responsible for entering beginning and ending dates in eWiSACWIS on the Program Assignment screen. An enrollment must be entered for each child that the agency will be requesting reimbursement for under TSSF.

A child reunified on a trial-reunification is eligible for TSSF if there is an active, approved Protective Plan or Safety Plan in place (danger threats that affect child safety are identified) and it is documented in eWiSACWIS.

Services for a child who is enrolled in TSSF with an active safety or protective plan that ends up living full time with a parent who has been assessed as safe in their home will remain reimbursable for a 30-day transition period. Services needed to support the transition of the child(ren) to the safe parent's home must fall within the TSSF allowable services guidelines.

*Note: if the child is being served under the Drug Affected Infants policy and an agency chooses to enroll them in TSSF, an email must be sent to the DCF TSSF inbox with the case ID and date of enrollment. These cases will not show up as eligible on the eWiSACWIS eligibility reports.

Enrollment Process

- Local child welfare agency identifies children who would benefit from TSSF.
- Local child welfare agency runs the *TSSF County Pre Enrollment Report (SM06A130)* or *TSSF Pre Enrollment By Case-Child Report (SM06A131)* to confirm that the child is eligible. These reports identify children who meet eligibility requirements within the reporting period.
- The local child welfare agency enters a program assignment for eligible child in eWiSACWIS. If there is a question regarding TSSF eligibility, the local child welfare agency should reach out to the Program Coordinator prior to enrolling the child.
- Enrollment status and service outcomes can be monitored using the TSSF Enrollment and Outcomes Report (SM06A132)

Enrollment Closure

If it is determined a child is no longer in need of TSSF or the child no longer eligible, the local child welfare agency is responsible for closing out the program enrollment in eWiSACWIS using an end date that reflects the timing of this determination. Children are not automatically disenrolled after a set time period. **Note:** There are validations in eWiSACWIS that will prevent case closure if a TSSF enrollment is still open.

The following reasons may result in a closure:

- The child is determined to be safe in-home and a Protective or Safety Plan no longer being needed. **Note:** There are validations in eWiSACWIS that will prompt the ending of TSSF enrollment if there is no longer a Protective or Safety Plan in place but the enrollment in eWiSACWIS does not automatically end.
- Safety can no longer be assured through in-home planning and an out of home placement is necessary.
- The local child welfare agency is closing the family's CPS case.
- Funding for service provision using TSSF is no longer determined to be needed to support safety.

Allowable Services Overview

Program expenditures must be *reasonable, necessary*, and provide a *direct benefit* to the children and families enrolled in the program. Unallowable costs include those not directly related to program needs, as well as certain costs that are explicitly unallowable per Chapter IV of the Department's [Allowable Cost Policy Manual](#). Please note that many of the explicitly unallowable costs in DCF's Allowable Cost Manual refer to *agency* costs, and do not necessarily apply to *client* costs. Cost categories such as "goods and services for personal use" and "personal housing and living expenses" are allowable if they can be justified as helping the family manage child(ren) safety.

Considerations for approving expenditures:

- Is this expenditure meaningfully related to maintaining safety of the child and/or children in the home?
- Is there a plan to make the service or assistance sustainable for the family beyond the unsafe and at-risk of removal from home period?
- Do the supervisor and financial manager approve of the use of TSSF in this way?

Families enrolled in TSSF may also be participating in Children's Long-Term Support (CLTS) or benefit from other Medicaid funded services or programs. This is allowable so long as expenditures reported in SPARC reflect **child welfare** case management and paid service costs that directly support meeting the needs and achieving the goals of the family as articulated in the Protective or Safety Plan. In addition, Cost Reporting must reflect the **net cost** incurred by the agency for the provision of these services.

Allowable Services Background Information

Service categories are directly tied to the Protective or Safety Plan. Only costs from these allowable service categories can be reimbursed with Targeted Safety Support Funds. If the service is Medicaid billable, Medicaid should continue to be billed first.

There is a subset of allowable service costs in TSSF that will be time-limited for purposes of TSSF reimbursement from DCF. These service areas are:

- Food and Clothing Services
- Housing Assistance
- Transportation
- Daycare

Reimbursement for the concrete resources listed above is limited to six consecutive months, though this does not prohibit an agency from continuing to provide these resources at their own expense.

In practice, when an agency creates a Protective or Safety Plan and a child is enrolled in TSSF, that family may receive multiple services.

For example, under the plan, a family could be receiving:

- **Housing assistance** (Safety Resource),
- **Transportation** (Safety Resource),
- **Supervision and observation** (Safety Supports)
- **AODA assessment** (Safety Resource)

There is no time limit on the period that a child can be enrolled in TSSF if the child meets all other enrollment requirements. A child can be enrolled for over six-months, but the agency may only submit for reimbursement of costs for the identified concrete resources with a time limit

for a six-month window. If in the above example, transportation and housing assistance continue to be necessary services beyond six-months, the agency would be responsible for the cost of those services. For more information, please see [FAQs 7, 8, 9 and 10](#).

As with other state and federal funding sources and allocations, local child welfare agencies are responsible for tracking and maintaining internal documentation to support service costs submitted in SPARC. If an agency is using TSSF to support positions, it must be done so in accordance with this manual and the DCF Allowable Cost Manual. DCF recognizes the complexity that accompanies the above funding requirements and will continue its evaluation of the resulting business and programmatic implications through ongoing feedback from agencies and in coordination with our DCF finance and budget staff.

Allowable Services: TSSF Service Categories

There are times when short term separation is used as a control on a Protective or Safety Plan. If separation is intended to be used 24/7 long term, it's important to consider if a placement via TPC or VPA is necessary. This may require consideration in how your agency understands and describes the difference between 24/7 separation and an out of home care placement.

When deciding to use separation, it's important to take the following considerations into account:

- How does separation control the safety threat?
- When is it needed? (ex: consider daytime hours, after school, weekend etc.)
- How long is separation needed? When will it be able to be decreased?
- How does the family understand separation and what they can or cannot do?
- How does using 24/7 separation for a lengthy period of time impact parent's legal rights to due process?

Services that may be included in a plan that are eligible for reimbursement, including those that are subject to a six-month limitation, can be found below. Services that are not included below will need to be approved by the DCF TSSF Program Coordinators for reimbursement, as allowable under state and federal law. The services listed below tie directly back to Service/Activity as identified on the family's Safety or Protective Plan.

Control is the primary function in all contacts with the family that are contained in the Protective or Safety Plan. Assuring child safety is always the priority for these services. Change services may be included only if they do not detract from this primary goal. If it is determined that control and child safety can be fully maintained the following change services may also be provided. Change services are focused on transition to safety and independence or a case plan in Ongoing Services. The following change services can be reimbursed by TSSF when offered in relation to safety management or the provision of safety related services. The below categories cannot be listed on a Protective or Safety Plan but will be reflected in monthly cost reporting via SPARC.

- Mental Health and AODA services
- Case management

- Parenting Education
- Peer Support

The following service categories can be reimbursed by TSSF when included on a Protective Plan or Safety Plan. **Note:** *Change services and Case management are not listed on a Protective or Safety Plan.* Services can be provided by either formal or informal supports identified by the family and the child welfare professional.

1. Safety Resources

Categories within this list include concrete resources provided to families to address safety threats on a Safety or Protective Plan. Specific concrete resources indicated with an asterisk (*) within this list are limited to time frames outlined previously. The examples provided after each category are not intended to be an exhaustive list.

- a. *Food/Clothing Services**: Services to connect a family with food and/or clothing that are necessary to control for safety.
- b. *Housing Assistance**: Emergency assistance to help families access safe housing when it is necessary to control for safety. This includes providing rent or a stay in a hotel.
- c. *Transportation**: This may include bus passes, gas vouchers, taxis, professional drivers, and providing rides to family members to access services identified on a protective plan or safety plan.
- d. *Daycare**: The paid care of a child by a person other than the child's legal guardians or custodians to create separation between the children and their caregivers and control for safety. This includes both payment to established centers and informal supports.
- e. *In-Home Health Support*: Providers that assist the family in services that support the health of the family members to control for safety issues. This includes modeling for the family how to provide care for the child. If services are eligible for Medicaid (MA) funding, MA should be billed first.
- f. *Crisis Services*: Crisis stabilization or diversion services specifically focused on safety intervention. This could be related to AODA, emergency mental health care or other family stressors. If services are eligible for MA funding, MA should be billed first.
- g. *Household Support*: Assistance from the agency in obtaining services or household items needed to maintain safety. This includes but is not limited to utility assistance and household items including car seats, safety gates, door alarms, and safety monitors, etc. as well as repairs to the home so that it is safe.
- h. *Recreational Activities*: Any activities a child or parent participates in during times of separation to control for safety. This could include having a mentor take a child or parent out of the home for periods of time.
- i. *Respite*: Respite services include services such as temporary care for children to relieve a primary caregiver who may be experiencing severe distress or who may be in a state of crisis. This may be used in circumstances where the accumulation of caregiving responsibilities results in threats to safety.

- j. *Mental Health and AODA Services (Change service)*: Counseling or therapeutic services that focus on increasing protective parental capacities to eliminate the identified safety threats in the home. This service may only be provided if safety can be fully maintained and may never compromise child safety. TSSF should be used to reimburse for these services if using TSSF funds would allow for the service to begin sooner or if it would not otherwise be funded through MA or private insurance.
- k. *Case Management Services (Case Management-Contracted Agency OR Case Management-Local Child Welfare Agency-Change service)*: Working with families, youth, children, providers and others for provision of tasks and activities to support, develop, implement, monitor, and manage Protective and Safety Plans.

2. Safety Supports

Costs associated with these resources do not have time restrictions and can be submitted for reimbursement if used on a Safety or Protective Plan throughout period of enrollment and meet all other allowable cost requirements. **Note:** *Change services are not listed on a Protective or Safety Plan.*

- a. *Social Supports*: Supportive resources by family, friends, neighbors, coworkers, or others used to control for safety threats. Social connection and emotional support are an appropriate safety response for a parent whose isolation and unmet emotional needs result in threats to child safety. This is only an appropriate safety response if the planned connection and support has an immediate impact on the parent's behavior toward the child.
- b. *Supervision/Observation*: Supervision and observation may involve informal or formal providers whose primary focus is to oversee interactions between parents/caregivers and children and intervene if safety threats arise. Informal providers, such as friends, neighbors or relatives, may be especially effective for providing supervision during critical times of day when safety threats may become active and result in harm to the child. For example, this could include observing/supervising a parent at bedtime if this has been identified as a critical time for the family. Formal providers may include, but are not limited to in-home safety teams, agency paraprofessionals, other contracted workers, and CPS workers. Payment for supervision and observation can be made to both formal and informal supports.
- c. *Basic Home Management*: Controlling for safety by assisting with budgeting, household schedules, and daily tasks or any other activities needed to maintain a household.
- d. *Unique Child Condition Service*: Services used to address safety issues specific to one child in the family that may be related to a special need or circumstance.
- e. *Basic Parenting Assistance*: This involves compensating for the parent's inability to perform basic parenting and other life skills that affect child safety. It could include basic functions such as like feeding, bathing, and supervision or more specialized modeling to learn to care for a child's specific non-medical physical wellbeing and psycho-social needs. The provider is responsible for seeing that these functions are performed.

- f. *Parenting Education (Change service)*: Parenting education is provided to teach parents appropriate parenting techniques and is used to enhance parental protective capacities. This service may only be provided if safety can be fully maintained and may never compromise child safety. If safety is a concern during parenting education the provider must be willing to provide the needed service to the child. For example, the provider must step in and provide food to the child if the parent is unable or unwilling to do so.
- g. *Peer Support (Change Service)*: This service is provided to parents when there is an active Safety or Protective Plan to provide support and mentorship.

Cost Reporting

The local child welfare agency will report actual program costs in SPARC on a monthly basis. Costs for enrolled children to ensure safety in-home can be submitted for reimbursement under TSSF within the confines of the allowable program services described above.

DCF will reimburse 90.11% of program costs monthly on SPARC, up to the allocated award amount. The other 9.89% of reported costs are considered agency matching funds as required by state statute. Subject to available funds, DCF will perform a closeout adjustment for all SPARC lines to reimburse counties with reported expenses that exceed their original allocations at the end of the contract period. Reimbursement in excess of original contract allocation is not guaranteed.

The TSSF award can be used flexibly by the local child welfare agency on all enrolled children, within the confines of the allocation, allowable cost parameters, and applicable Safety Resources. There are no daily or monthly dollar limit and local child welfare agencies are able to receive reimbursement on allowable costs up to their allocation award limit.

Safety Supports funding will be awarded January – April (Allocation 1) and May – December (Allocation 2). Eligible costs shall be reported in SPARC by the 28th of the month following the expense date. It is important to report eligible costs within the given allocation reporting period because funding from Allocation 1 does not carry over to Allocation 2. Each allocation period reporting deadline(s) are outlined below:

Service Type	Final Reporting Deadline
Safety Resources (January-December)	March 1
Safety Supports (January-April)	June 29
Safety Supports (May-December)	March 1

Subject to available funding, any closeout adjustment will be made after the March 1 reporting deadline. Timely reporting prior to the March 1 deadline is crucial to the reimbursement process; therefore, any late reporting after March 1 will not be accepted.

There are four cost reporting lines for TSSF in SPARC. Refer to [Appendix E](#) with Reporting Visual Guide.

- Line 3645A – Safety Resources
- Line 3645D – Safety Supports
- Line 3645B – Case Management – Local Child Welfare Agency
- Line 3645C – Case Management – Contracted Agency

Line 3645A – Costs within this list include concrete resources provided to families to address safety threats on a Safety or Protective Plan. Specific concrete resources within this list are limited to time frames outlined previously*. Costs that should be reported on this line consist of:

- Food/Clothing Services*
- Housing Assistance*
- Transportation*
- Daycare*
- In-Home Health Support
- Crisis Services
- Recreational Activities
- Respite
- Household Support
- Mental Health and AODA Services (change service, not included on a Safety or Protective Plan)

Line 3645D - Costs do not have time restrictions and can be submitted for reimbursement if used on a Safety or Protective Plan throughout period of enrollment and meet all other allowable cost requirements. Costs that should be reported on this line consist of:

- Social Supports
- Supervision/Observation
- Basic Home Management
- Unique Child Condition Service
- Basic Parenting Assistance
- Parenting Education (change service, not included on a Safety or Protective Plan)
- Peer Support (change service, not included on a Safety or Protective Plan)

Line 3645B – Local Child Welfare Case Management Services should include only case management services provided by Local Child Welfare staff not enrolled in WiLearn. **Any costs reported on this line should be excluded from the Children and Families Cost Pool SPARC lines 3301, 3301N and 3683, 3683N. The costs should also not be reported on SPARC lines 3561, 3681 and 9681.** For more detailed information on these SPARC lines <https://dcfsparc.wisconsin.gov/codes>.

Line 3645C - Case Management – Contracted Agency should include only case management services provided by Contracted staff.

For more detailed description of costs refer to the [Allowable Services](#): TSSF Service Categories section of this guide.

DCF recognizes that each local county and tribal child welfare agency will have its own methodology for calculating an hourly rate for child welfare case management staff, and integrating the extra effort required to support families served using TSSF into its staffing plan. For auditing purposes, the Department requires local child welfare agencies to annually describe that methodology ([Appendix C](#)). Local child welfare agencies must keep this methodology on file.

Local Agency Match

In accordance with Wis. Stat. 49.175(1)(t), TSSF requires a 9.89% agency match for the receipt of funding. A match of 9.89% will be calculated and allocated to 9645/9645D; agencies will be reimbursed at a 90.11% rate.

Sub- Contracting Requirements

TSSF can be used to purchase services from contracted providers. In the case of contracted providers, the local child welfare agency is responsible for ensuring that there is no delegation of responsibility of safety assessment, documentation, planning, or case closure activities to the contracted provider. Agencies will be asked as part of their regular reporting to DCF to indicate if the agency is contracting out any service provision for TSSF and how the agency monitors the services provided by contractors.

Please note, contracted providers are required to provide to the agency cost reporting information that aligns with service cost centers detailed in [Appendix C](#).

Contract Monitoring

During the renewal of funds process, each agency will identify measurable outcomes to track for TSSF. Agencies will be required to report on this information, as well as population served annually in a required report. A contract schedule is attached to this document as [Appendix D](#).

The Program Coordinator will review SPARC data, local child welfare agency's eligibility data and other program information periodically. Technical Assistance calls will be scheduled as needed to better understand the population served and current and evolving program needs.

Appendices

[A. Targeted Safety Support Funds FAQ](#)

[B. Contact Information](#)

[C. TSSF Case Management Staffing Plan](#)

[D. TSSF Program Report Schedule](#)

[E. Reporting Decision Tree](#)

[F. TSSF Dually Involved Youth/Families](#)

Appendix A: Targeted Safety Support Funds FAQ

Q1: Are there time limits to how long a family or child can be served with TSSF?

While total enrollment length is individualized at the agency's discretion for each child enrolled, reimbursement for certain service provisions will be constricted to a six consecutive month time limit. These services are concrete services generally used for short-term stabilization and can be accessed outside of the child welfare system. If the agency determines that the services are still needed to mitigate a safety threat past the six-month reimbursable time-limit, if the service is still required, the agency is responsible for those service costs. Agencies are responsible for determining the best use of their funds and enrolling/disenrolling children. Agencies will be reporting to DCF at periodic intervals regarding their costs, children served and average length of time in the program, amongst others. DCF will be monitoring and evaluating this periodically and will provide technical assistance or follow up calls with local child welfare agencies who may need additional support in maximizing this funding stream.

Q2: Is Match still required?

Yes, however, DCF will reimburse submitted costs at a 90.11% reimbursement rate to remain in accordance with [Wis. Stat. § 49.175\(1\)\(t\) requiring a 9.89% match.](#)

Q3: Do children who have been reunified qualify for TSSF?

Children who have been in out of home care but have returned home, including on a Trial Reunification, qualify for TSSF if they meet the eligibility criteria. To qualify for TSSF, the child must be residing in home with a CPS case type and a Protective Plan or Safety Plan in place (Present or Impending Danger Threats are identified) and the plan is documented in eWISACWIS.

Q4. Can TSSF be used for cases on the Alternative Response Pathway?

Yes, this would be appropriate if a child meets the eligibility requirements. To qualify for TSSF, the child must be residing in home with a CPS case type and a Protective Plan or Safety Plan in place (Present or Impending Danger Threats are identified) and the plan is documented in eWISACWIS. DCF is not expanding or providing technical assistance for Alternative Response; for more information regarding the status of the Alternative Response pilot, please refer [here](#).

Q5. What reporting requirements exist for counties?

Agencies participating in TSSF will submit a programmatic report annually within 90 days of the contract ending. Cost reporting occurs monthly through SPARC. See [Appendix D](#) for details.

Q6. Does TSSF have to start right away when a Safety Plan or Protective Plan begins? Or can agencies wait?

TSSF does not have to start on day 1 of a Safety Plan or Protective Plan, but it can. Services with a limited timeframe do not have to start day 1 of TSSF enrollment.

Q7. If eligibility is staggered for multiple children in the home, does that mean time-limited services can, effectually, be more than six-months (six-months for one child, six-months for another child) Is the time frame for all time-limited services?

No, the six-month limit applies to the entire household, not per child. The six-month time frame starts for all services with a limited-time frame at the first use of the identified concrete resource (outlined [above](#)).

Ex: TSSF enrollment begins February 1st. The agency pays rent for a family on March 1st and is reimbursed through TSSF. Starting March 1st, the agency has six-months to use *any* of the of the four services with a limited timeframe (housing, food, transportation, daycare).

Q8. If a family received services with a limited time frame and then we work with the family again in the future, can they receive services with a limited time frame again?

Services with a time frame can be reimbursed after 12 months from the date of the last payment.

Q9. If services with a limited time frame are done for six-months or less, can the TSSF case be kept open for case management for more than six-months?

There is no limit to the length of enrollment for a child in TSSF as long as they continue to meet eligibility requirements. There is no specified end date.

Q10. What if a family continues to need a service, but it is not allowable to submit for reimbursement as it has been over the six-month timeframe?

After that six-month period, local child welfare agencies are responsible for ensuring safety management for a family, regardless of the timeframe, and regardless of how costs of needed services are covered. If a family continues to need a service as part of a Safety or Protective Plan to mitigate a Danger Threat, the agency would be responsible for the cost of that service.

Q11. Does case management include supervision observation or is it separate? Is it different for a case manager vs. case aid?

If it is the case manager doing supervision and observation as a part of their role managing the case, this can be counted as case management time. If it is any other person who is not providing case management as defined in the Random Moment Time Study. Agencies may encounter times where someone other than the primary case manager is conducting case management functions. Agencies will need to make the decision locally on how that additional person's time is coded; if it would otherwise be claimed as IV-e reimbursable case management costs, it can be claimed as such with TSSF.

Q12. How is a supervisors time captured with TSSF?

An important aspect of supervision is reviewing and supporting the case planning and assessment activities, including reviewing and supporting a Safety Plan or Protective Plan. Time

spent on these tasks for families enrolled in TSSF can be claimed under the case management line. Unless a supervisor is hired to only support TSSF cases, additional funding will be needed to supplement that position equivalent to other responsibilities.

Q13. Is there is a need for separating basic case management hourly rate vs. on-call rate?

Local agencies will need to determine what rate is used for case management on TSSF cases. Agencies need to complete the Appendix C in the Program and Fiscal Guide to ensure continuity in the way case management is claimed.

Q14. Can agencies use the CLTS CM rate calculator?

Several agencies use this and use the social worker salary and benefits

Q15. Can agencies use TSSF to reimburse the cost of staff training?

For new workers that work with TSSF and are enrolled in the WiLearn program, the total costs for these workers should be reported on Line 3301N. Any indirect/AMSO or costs required to support these workers should be placed on Line 3683N. These TSSF workers should be added to a county's RMTS Staff Roster, but they will not be sampled while enrolled in WiLearn. These costs cannot be used as match for the TSSF program. For TSSF workers that have never been enrolled in WiLearn or have completed WiLearn, any training costs related to these workers must be reported on only Line 3301 as training is captured through the RMTS sampling process.

Appendix B: Contact Information

For questions related to TSSF, please contact the DCF TSSF Coordinators:

DCFTSSF@wisconsin.gov

<https://dcf.wisconsin.gov/cwportal/safety/tssf>

Appendix C: TSSF Case Management Staffing Cost Plan

County/Tribe: _____

Calendar Year: 2025

The Department recognizes that each county and tribe will have its own methodology for calculating an hourly rate for child welfare case management staff, and integrating the extra effort required to support TSSF cases into its staffing plan. Line 3645B – Local Child Welfare Case Management Services should include only case management services provided by Local Child Welfare staff. **Any costs reported on this line should be excluded from the Children and Families Cost Pool SPARC lines 3301 and 3683. The costs should also not be reported on SPARC lines 3561, 3681 and 9681.** For more detailed information on these SPARC lines <https://dcfspark.wisconsin.gov/codes>.

Line 3645C - Case Management – Contracted Agency should include only case management services provided by Contracted staff.

For auditing purposes, the Department requires participating TSSF counties and tribes to annually describe that methodology by responding to the following questions. Please retain documentation to support these calculations and make available as needed.

1. Indicate who will be providing case management services:

☐ Local CW Agency Staff ☐ Contracted Staff ☐ Both

2. Please provide the hourly rate (or range of rates) for:
 - A. Local Child Welfare Case Management Services that will be used as the basis for reporting case management staffing costs on line 3645B

\$____/hour; (or) Between \$____ and \$____/hour.

B. Contracted Agency that will be used as the basis for reporting case management staffing costs on line 3645C

\$____/hour; (or) Between \$____ and \$____/hour.

3. Briefly describe the methodology used to develop this case management rate. Is it based on the CLTS methodology using child welfare staff as the basis for rate calculation, or some other case management rate methodology?
4. Are Agency Management, Support, and Overhead (AMSO) costs included in the case management hourly rate? _____
 - If so, what percentage of the hourly rate is AMSO? _____

If you are allocating AMSO based on FTE, what is the estimated AMSO cost per FTE?

How frequently are AMSO costs determined/re-calculated? _____

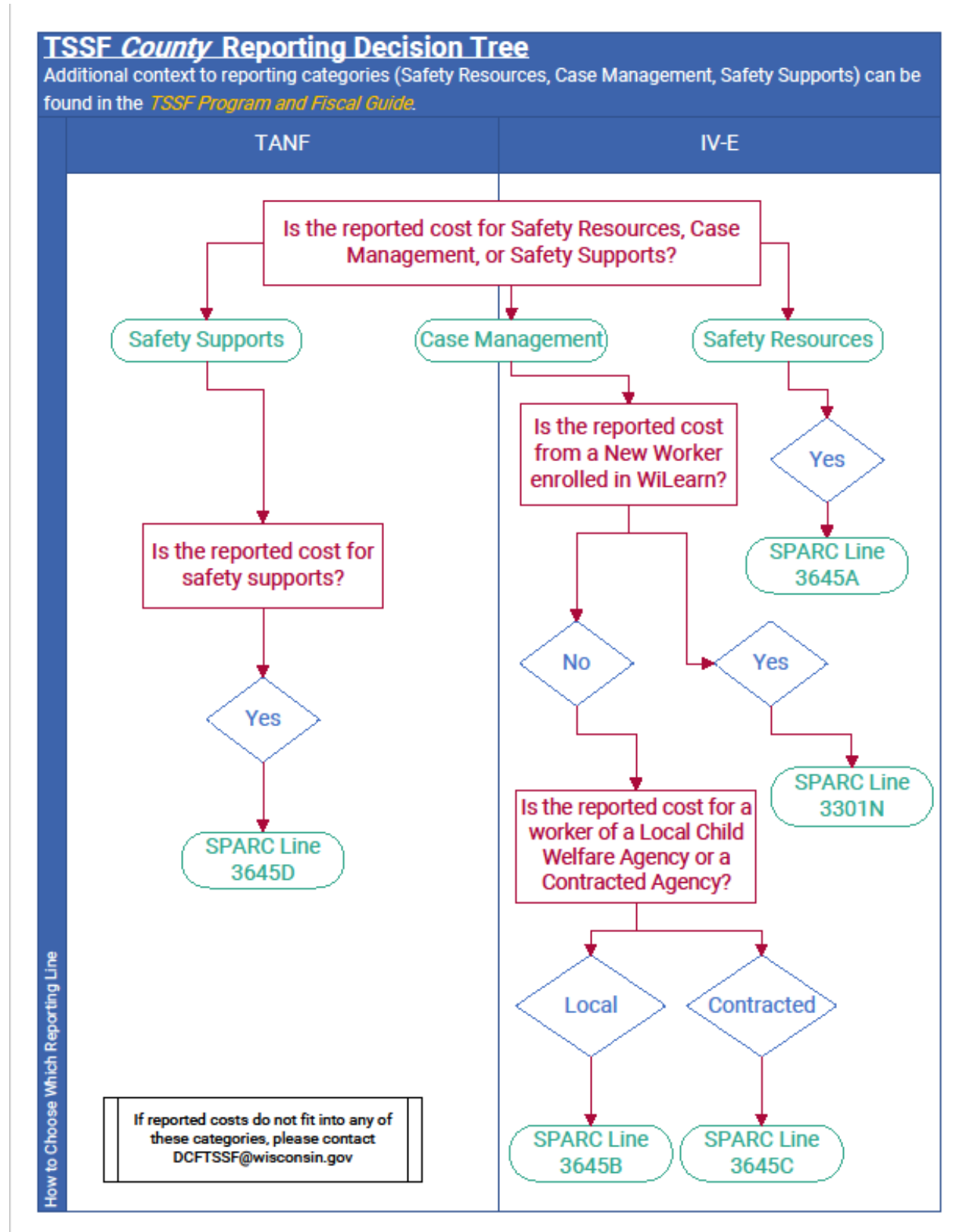
5. Will your county or tribe be reporting retroactive adjustments to the rate(s) listed in question #1 or the AMSO costs in question 3? If so, when and on what basis?

**Please retain a copy of this plan for your local child welfare agency's financial records.*

Appendix D: Programmatic Report Schedule

Programmatic Annual Report		Cost Reporting
Due Date	Report Period	
End of February following contract end	January 1-December 31	Monthly in SPARC

Appendix E: Reporting Decision Tree



Appendix F: TSSF Dually Involved Youth/Families

Purpose:

County and tribal human service agencies cannot control through which “door” families enter the child welfare system. Dually involved youth are those who have concurrent involvement with both the child protective services (CPS) and youth justice (YJ) system. It is critical for all child welfare professionals (CPS and YJ) to conduct a holistic needs assessment for youth with dual involvement to understand the interpersonal dynamics of the family system. This type of analysis could work to further enhance caregiver’s protective capacities which could increase overall family stability and limit possible re-entry into the system.

General:

Two of these requirements must be met for dually involved youth to be enrolled in TSSF:

1. Youth is involved with both the CPS and YJ system (DPA, Delinquency order, or JIPS order) concurrently at the time of and throughout enrollment.
2. The second piece for considering eligibility is dependent on which agency is working with the family:
 - For Counties: There is an active, approved Protective Plan or Safety Plan in place due to the identification of safety threats (as part of a CPS case) that affect child(ren) or youth safety. The plan is documented in eWiSACWIS.
 - For Tribes: The child or youth must be at risk of removal from the home.

Agency Collaboration:

A critical component for dually involved youth is for CPS and YJ professionals to communicate, collaborate and match services to a safety need. Through agency collaboration, CW professionals can work with families to create long lasting dynamic change needed within the family unit regardless of which system is involved with the family. Agencies often find it beneficial to staff cases to ensure families receive the appropriate services to meet their needs. The following questions may be beneficial for agencies to consider during these types of staff meetings.

Questions to consider when staffing a case:

- What does the family report they need?
- What type of community services are/have been put in place?
- What are the top underlying issues for the family?
- After discussing the needs of the family, the agency would determine whether to use TSSF to reimburse for services on the Protective Plan or Safety Plan.
- At the end of each meeting, ask team members “What worked?” and “What did not?” to improve future collaboration.

There are a wide variety of ways that services used to support a family when there is dual involvement can be reimbursed by TSSF. For example, TSSF could reimburse for services put in place to avoid an RCC placement or support a youth on a JIPS order when returning from an RCC when there are parental factors that may impact that transition. Another example for accessing these funds appropriately may be contracting services to help families access

therapy sooner in familial sexual abuse cases. CW professionals could also further assess children subject to JIPS referrals due to a delinquent act before the age of 10. It is recommended to assess which system (CPS and/or YJ) could appropriately serve and meet the service needs of children at this young age.

Note:

Agencies are recommended to thoroughly assess families with a holistic lens and they should continue to consider the potential consequence of bringing families deeper into the CPS and/or YJ system. In order to access TSSF services the identification of a safety threat is required, and a threat should not be selected solely to be able to access TSSF services. Services are allowable for dually involved youth/families if they are characterized as helping caregivers manage safety of the youth in the home.