

Dane County Contract Cover Sheet

Revised 01/2025

Res 292
significant

Dept./Division	Corp Counsel/Child Support		
Vendor Name	State of Wisconsin	MUNIS #	3716
Brief Contract Title/Description	CY2026 State/County Child Support Contract		
Contract Term	01/01/2026-12/31/2026		
Contract Amount	\$4,948,921.00		

Contract # Admin will assign	16088
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lisa Bina	Name	Dept of Children & Families- J. Girard
Phone #	608-266-4776	Phone #	715-930-1118
Email	lisa.bina@danecounty.gov	Email	justine.girard@wi.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)
	<input type="checkbox"/> Cooperative Contract Contract Name & #
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org: CRPCCHLD	Obj: 80397	Proj:	\$
		Org: CRPCCHLD	Obj: 80400	Proj:	\$
	Year 2026	Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res # 292 Year 2025
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL		APPROVAL – Contracts Exceeding \$100,000	
Dept. Head / Authorized Designee	Director of Administration	Corporation Counsel	
Pabellon, Carlos Digitally signed by Pabellon, Carlos Date: 2025.12.29 12:14:23 -06'00'			

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/29/25	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 29, 2025 2:02 PM
To: Hicklin, Charles; Patten, Peter; Pabellon, Carlos; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16088
Attachments: 16088.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Patten, Peter	Read: 12/29/2025 2:08 PM	Approve: 12/29/2025 2:07 PM
	Pabellon, Carlos	Read: 12/29/2025 2:03 PM	Approve: 12/29/2025 2:15 PM
	Cotillier, Joshua	Read: 12/29/2025 2:13 PM	Approve: 12/29/2025 2:20 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16088

Department: Corp Counsel/Child Support

Vendor: Wi Dept of Children & Families

Contract Description: 2026 State County Child Support contract (Res 292)

Contract Term: 1/1/26 – 12/31/26

Contract Amount: \$4,948,921.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

Goldade, Michelle

From: Hicklin, Charles
Sent: Friday, January 2, 2026 9:05 AM
To: Goldade, Michelle
Subject: Approve: Contract #16088

2025 RES-292

**APPROVING THE 2026 CHILD SUPPORT FUNDING AGREEMENT
BETWEEN THE WI DEPT OF CHILDREN & FAMILIES AND DANE COUNTY**

State law requires a contract between the Wisconsin Department of Children and Families (“DCF”) and Dane County for the implementation and administration of the child and spousal support, paternity establishment and medical support liability programs authorized under Title IV of the Social Security Act in Dane County.

The 2026 Child Support Funding Agreement provides for federal reimbursement of 66% of allowable child support program costs, and offers performance incentives. Certain county departments that perform qualifying child support work, such as the Sheriff's office, the Dane County Clerk of Courts, and the Dane County Family Court Commissioner's office are also eligible for the federal reimbursement.

NOW, THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors does hereby approve the 2026 Child Support Funding Agreement, and that the County Executive and County Clerk, when required, are hereby authorized to sign the agreement on behalf of Dane County.



INTER-GOVERNMENTAL CONTRACT AGREEMENT

by and between

Wisconsin Department of Children and Families

and

Dane County

CONTRACT NO

437004-C26-0002655-000-13

ASSISTANCE LISTING #

93.597 Grants to States for Access and Visitation
Programs

93.563 Child Support Services

[Additional Federal Award Information](#)

COMMODITY OR SERVICE DESCRIPTION

State County Child Support Contract

CONTRACT TERM

01/01/2026 - 12/31/2026

In Process

BRO REGIONAL ADMINISTRATOR

Justine Girard - (715) 930-1118

Justine.Girard@wi.gov

CONTRACT BILLING AND PAYMENT TERMS

SPARC expenses submitted monthly by the 23rd of the
month, reimbursements paid quarterly.

CONTACT INFORMATION

Dane County

Authorized Signatory **Melissa Agard** contracts@danecounty.gov

Address **210 Martin Luther King Jr Boulevard Room 365**

Madison WI 53703-3342

Phone **608-266-4031**

CC **Vue Yang** yang.vue@danecounty.gov

Lisa Bina bina.lisa@danecounty.gov

UEI **M7DYJMKQ9MH7**

____ **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: Dane County		STAR Supplier ID: 0000071906
Commodity or Service Description	SPARC Contract Code Number	Award Amount
State GPR Allocation		\$1,288,137.56
Jan – June Funding Amount	7502	\$644,068.78
July – Dec Funding Amount		\$644,068.78
Federal Match on State GPR**	7477	\$2,500,502.00
Federal Performance Incentive for FFY24	7624	\$1,111,249.44
Medical Support GPR	7606	\$16,671.00
Federal Match on Medical Support GPR **	7477	\$32,361.00
Medical Support Incentives – 66% Federal	7332F	Uncapped
Medical Support Incentives – Revenue	7332R	Uncapped
CS Child Support Fees 66 % Federal	7482	Uncapped
CS Qualifying Non IV-D Activities Federal	7506	Uncapped
CS Qualifying Non IV-D Activities State	7507	Uncapped
CS Nonqualifying Non IVD Expense State	9993	Uncapped
CS Nonqualifying Non IVD Expense Federal	9994	Uncapped
CS Non-Reimbursable Qualifying County Reported	9996	Uncapped
Access and Visitation Grant	7703	\$0.00
Access and Visitation Grant – 10% Minimum Match*	9703	\$0.00
Total Award Amount		\$4,948,921.00
Total Match Amount		\$0.00
TOTAL PROJECT AMOUNT		\$4,948,921.00

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

**The contact amounts listed for line 7477 are estimated amounts only based upon the State GPR funding provided. The amounts do not represent the total funding available through the federal IV-D program and the corresponding federal matching rate of 66% for all allowable child support program costs. The contract amount for Line 7477 will show as uncapped in SPARC.

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.

By signing below, I, a representative of the county, certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signatures

Melissa Agard

Date

Dane County Executive

DocuSigned by:

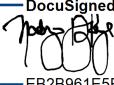
Connie Chesnik

3028684DC1E24CE...

Division Administrator Connie Chesnik
Wisconsin Department of Children and Families

12/16/2025 | 9:47:12 AM CST

Date

DocuSigned by:

FB2B981E5E8F4C9

12/16/2025 | 9:54:39 AM CST

Date

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

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**

Artificial intelligence (or "AI") means any IT system or part of an IT system able to perform specific tasks that normally require human intelligence. A complete listing of all such technologies or capabilities is not feasible or desirable, but at present includes capabilities such as visual perception, speech recognition, decision-making, creation of new content, documentation and/or data, and language translation.

Artificial intelligence system means any data system, software, hardware, application, tool, or utility that operates, in whole or in part, using artificial intelligence.

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 Child Support Enforcement Association (WCSEA).

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 Child Support Enforcement Association (WCSEA) 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 WCSEA President or their respective designee.

III. **TERM OF CONTRACT**

Contract term is 01/01/2026 through 12/31/2026

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 Standard Terms and Conditions](#), and [Program Specific Supplemental 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 WCSEA 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 45-day period of time for WCSEA to comment on the change before the change takes effect. WCSEA may request a meeting with the program division during the 45-day review period to discuss concerns with the program change. DCF is required to hold a meeting within the 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 2 CFR 200.

C. 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

Claims for reimbursement must be submitted monthly by the 23rd day of the month. Reimbursement for services will be paid quarterly. 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) receipt of cost allocation plans, and (d) approval of equipment over \$10,000 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. 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 23rd day of the month following the month for which reimbursement is being claimed. The Department will issue the reimbursement using direct deposit quarterly, subject to reduction, recovery and reimbursement as provided in this Agreement. Late or revised expenses will be processed in the next quarter's payment cycle.

If the 23rd day of the month and/or the last day of the 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://dcfsparc.wisconsin.gov/>.

3. Reimbursement

For all claims submitted timely, the Department will promptly issue the reimbursement by direct deposit on a quarterly 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 table on P.2 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 , 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

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 or 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, and shall be the sole property of the State of Wisconsin. The County and its Subcontractor(s) shall prevent and prohibit non-public DCF data from being accessed, used, processed, stored in, or analyzed by artificial intelligence (AI) systems, without prior written approval from DCF.

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 take reasonable cybersecurity measures to safeguard information including personally identifiable information and other types of information.

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, including an unapproved AI system, or if any data or information is lost and cannot be accounted for, 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 County 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 is required to comply with the [National Institute of Standards and Technology \(NIST\) special publications](#), under their current revisions 800-53 (Rev. 5) - Minimum Security Controls (Moderate-Impact Baseline).

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. 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.

Documents submitted by the County must show that costs claimed for reimbursement are consistent with the [DCF Allowable Cost Policy Manual](#) and applicable Federal allowable cost policies.

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. Internal Controls

The County must establish, document, and maintain effective internal controls which align with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control-Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

G. 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 .

H. 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 .

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 200 Audit Requirements.
- The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to local governments having [2 CFR Part 200](#) audits 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 (2 CFR Part 200.516(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 within nine (9) months of its fiscal year-end. Audits not submitted within nine (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;
- Adherence to DCF IT security and confidentiality requirements;
- Customer satisfaction and quality of services provided; and
- Sub-recipient monitoring requirements per 2 CFR 200.

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 shall review, revise, as necessary, and 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 cause 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 WCSEA 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 WCSEA President or designee, the Administrator of DCF Division of Management Services or designee, and a third member chosen by WCSEA 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 Standard Terms and Conditions

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

C. ACF Program Specific Supplemental Terms and Conditions

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

D. 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 and the Certificate 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, 2026. 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.WI.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](https://www.ecfr.gov/ECFR/Title_37/Title_37_Vol_1/37_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.

10. Unique Entity Identifier

In conformance with Federal law, the County must comply with [2 CFR 25](#) which requires subrecipients to obtain a UEI in *SAM.gov*.

11. Whistleblower protections

In conformance with Federal law, the County must comply with [2 CFR 200.217](#).

E. Fraud Disclosure

In conformance with 2 CFR 200.113 Mandatory Disclosures, the County must promptly disclose, in writing to DCF, whenever it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 200.339, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

F. Federal Funding

Any contracts funded by federal funding are subject to 2 CFR 200 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](#).

In Process

Dane County

Contractor Name

M7DYJMKQ9MH7

UEI

Melissa Agard

Dane County Executive

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.

Dane County
Contractor Name

M7DYJMKQ9MH7
UEI

Melissa Agard
Dane County Executive

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:	5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:	
Congressional District, if known:	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 _____

In Process

Authorized for Local Reproduction
Standard Form - LLL-A

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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.

**Exhibit 1: SCOPE OF SERVICES
FOR THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS**

The Department and the CSA are directed by Wisconsin Statutes section 59.53(5) to enter into a Contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity, and Medical Support Liability Programs under Wis. Stat. §. 49.22. In consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the Contractor agree as follows:

1.0 Definitions

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

1.01 County Contract Committee

The County Contract Committee is a subcommittee of the members of the child support Policy Advisory Committee (PAC) that serves to advise the Department on matters relating to child support funding and other contract issues. Contract amendments must be made in consultation with the County Contract Committee.

1.02 Child Support Attorney

Child Support Attorney means the attorney under Wis. Stat. § 59.53 (6) employed by or Contracted by the County board to provide support enforcement services specified under this Contract on behalf of the Department.

1.03 IV-D Program

The Wisconsin program that provides child, spousal and medical support services, and paternity establishment services to parents and other custodians pursuant to 45 CFR 300 series, Wis. Stat. §. 49.22 and Wis. Stat. §. 59.53 (5).

1.04 Policy Advisory Committee (PAC)

The Child Support Policy Advisory Committee is a group made up largely of Child Support Agency (CSA) directors to provide input to the Division of Family and Economic Security (DFES) Administrator on matters relating to child support.

1.05 Participant

This means a IV-D case participant.

1.06 State Disbursement Unit (SDU)

This unit is responsible for the centralized receipt and disbursement of child support and other support-related payments. The SDU includes the activities and staff at the Wisconsin Support Collections Trust Fund (WI SCTF) located in Milwaukee. The State of Wisconsin currently contracts with a private vendor for SDU operations.

2.0 CSA's Duties and Responsibilities

The Department notes that County child support agencies largely rely upon state funding, federal match on State funding and federal performance incentives to operate the child support program for the State of Wisconsin. This funding is allocated to the Counties to support the agencies providing basic child

support services for all families and rewards both high performing counties and those counties that improve from the prior year. The CSA shall:

2.01 General Requirements

Implement and administer the responsibilities specified in this Contract with respect to the Child and Spousal Support and Establishment of Paternity and Medical Support Liability programs provided for by Title IV of the Federal Social Security Act, in accordance with the language of Wis. Stats. §. 59.53(5) and other State and Federal statutes, State administrative rules, Federal regulations and controlling court cases in effect during the term of this Contract. The CSA agrees that the functions performed and services provided or purchased by the CSA, as specified in this Contract, shall be performed in accordance with statutes and rules stated above and the Department's Administrator's Memo Series, the Child Support Bulletins, the Bureau of Child Support Letters, the Wisconsin Child Support Policy Manual, the Wisconsin Child Support Forms and Documents Manual, the Wisconsin Child Support Report Manual, and the CS Partner Resources Page, State and Federal corrective action plans, and other audits and compliance reviews as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

2.02 Provide Services

Provide all appropriate child, spousal, and medical support services, and paternity establishment services to all cases appropriately referred from public assistance programs under Wis. Stat. §. 49.145, Wis. Stat. §. 49.19, and Wis. Stat. §. 49.45 including Kinship Care (Wis. Stat. §. 48.57(3m)), Wisconsin Works (Wis. Stat. §. 49.141), Work Experience for Non-custodial Parents (Wis. Stat. §. 49.36), Medical Assistance Wis. Stat. §.49.45 and to all cases involving other eligible individuals who apply for IV-D services.

Child and spousal support, and paternity establishment services include but are not limited to case intake and assessment, establishment of paternity, location of absent parents, establishment of enforceable child support and related spousal support obligations, enforcement of payment of child support obligations, and/or establishment and enforcement of medical support obligations. Establishment and enforcement of medical support obligations includes (1) the establishment of appropriate orders for health insurance coverage provided by parents and enforcement of said orders and (2) the establishment and enforcement of appropriate orders to recover birth costs.

2.02.1 Provide Customer Service

Provide customer service by responding to inquiries from IV-D participants, including those inquiries related to centralized child support services. The CSA shall respond to participant inquiries and complaints referred from the Department according to the standards established in the CSA's Customer Service and Administrative Complaint Process Plans.

2.02.2 Establish Administrative Complaint/Fact Finding Process

Establish an Administrative Complaint Process to respond to participant complaints and maintain a file of all administrative complaints received and the written determinations issued by the fact finder.

2.02.3 CSA Budget and Cooperative Agency Budgets

CSAs will submit their annual CSA budget and all Cooperative Agency budgets to the Child Support (CS) Regional Coordinator by March 1 of each year.

2.02.4 Respond to BCS Non-IV-D Receipt and Disbursement (R&D) Fee Inquiries

The CSA shall respond to inquiries from BCS related to non-IV-D R&D Fee administrative reviews.

2.02.5 Continuation of Services and Unexpected Closure

The CSA shall provide services as outlined in Section 2.02 of this Scope of Services continuously during the length of this contract. If the CSA is required to close its office unexpectedly and is unable to provide said services for longer than two workdays, the CSA shall notify BCS immediately and make plans for coverage to ensure, at a minimum, continuation of administrative services. Coverage can be accomplished by an agreement with a neighboring child support agency wherein the neighboring agency will provide required services as outlined in Section 2.02. BCS shall be notified of all plans for coverage of services.

2.03 Hold Harmless

If the CSA is of the opinion that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the CSA complies with the Department's decision, the CSA 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 support enforcement 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.

2.04 Cooperative Agreements

Establish and maintain written cooperative agreements between the CSA and other County officials who have a statutory obligation pursuant to Wis. Stat. §. 59.53(5), to cooperate with the Department and agency as necessary to provide services required under the IV-D Program in compliance with this Contract.

2.04.1 Information Exchange

Ensure that cooperating agencies have available all information necessary to perform the task under the cooperative agreement, comply with State and Federal confidentiality requirements by safeguarding the confidentiality of IRS information and other confidential information, and use said information exclusively for authorized purposes.

2.04.2 Subcontracting Provisions in Cooperative Agreements

The Subcontracting provisions in Section V of this Base Contract are not applicable to Cooperative Agreements entered into by County Child Support Agencies pursuant to 45 CFR 302.34 and 303.107.

2.05 Purchase of Service Agreements

As necessary, the County may enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The determination that the amounts are reasonable and necessary must be fully documented in the IV-D CSA records. Support enforcement services, which may be purchased, are those for which Federal financial participation (FFP) is available under the IV-D regulations.

Copies of Specialized Service Contracts or other inter-County agreements to provide child support services, must be submitted to the CS Regional Coordinator within 30 days after the agreement is signed by the Counties.

2.06 Notify DCF Legal Counsel of Appeals

Notify DCF legal counsel in a timely manner of any IV-D case that is appealed to the Court of Appeals or the Supreme Court.

2.07 Internet Access

Have and maintain access to the Internet for all the CSA caseworkers.

2.08 Cooperation with Other Agencies

In administering the child support program, cooperate with County, tribal, and State agencies managing or operating public assistance programs.

2.08.1. Cooperation with Tribal IV-D Agencies

Pursuant to the Memorandums of Understanding for case transfers that the Department has with the Wisconsin Tribal IV-D agencies and pursuant to Wis. Stat. § 801.54(2m), the County shall work cooperatively with the Tribal IV-D agencies to transfer cases to tribal court when appropriate and as determined by the Memorandums of Understanding. The County shall make diligent efforts to transfer appropriate cases in a timely manner and shall not cause unreasonable delays.

2.09 Kids Information Data System (KIDS)

Work cooperatively with the Department to ensure the efficient and effective operation of KIDS by identifying and reporting system deficiencies and operational problems.

2.10 Maintain KIDS Financial Records

Maintain and update KIDS financial information including the following:

2.10.1 Enter Court Order and Balance Information

Enter court order, account balance information in a timely manner, and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the State statute and Federal distribution hierarchy.

2.10.2 Receipt and Disbursement (R&D) Fee Adjustments

Perform adjustments to receipt and disbursement fees in accordance with the Department's policies and procedures.

2.11 Failure to Maintain KIDS Financial Records

The CSA shall be responsible for court -ordered reimbursement to case participants when the reimbursement is caused by the failure of the CSA to maintain proper KIDS financial records.

2.12 Failure to Follow Policy

The county CSA shall be responsible for reimbursement to case participants when the disbursement error is caused solely by the failure of the county CSA to follow state statute, DCF written policy directives, or published IV-D directives that are communicated appropriately and timely to the county CSA by the Department. DCF will provide notice to the county CSA that the

county CSA's next quarterly reimbursement will be reduced by the disbursement error amount. In the event of a dispute, the county CSA may follow the Dispute Resolution process. When a dispute is filed, any disbursement error amount will be determined once the process is completed.

2.13 Collections and Receipts

Child support agencies must direct or forward all child support payments or related payments received to the WI SCTF as soon as possible; not to exceed five (5) business days. The WI SCTF will post the payments into KIDS within two (2) business days. The State Disbursement Unit is authorized to receipt, and deposit support-related collections made payable to the County.

2.14 Correspondence Liaison

Assist the Department in providing a timely response to program participant correspondence by designating the CSA director or an individual designated by the director as the correspondence liaison.

2.15 Confidentiality of Records

Comply with the applicable Federal and State laws and Department regulations concerning confidentiality of participants and case records including records maintained on KIDS. In addition to the KIDS program, BCS acts as an agent for CSAs to arrange for and/or provide access to information resources from other State, Federal or private providers, for example, Wisconsin Circuit Court Automation (WCCA) via CCAP; Vital Records Birth Query, Department of Transportation Vehicle Inquiry, the Office of Child Support Enforcement's Child Support Portal (CSP), and CLEAR. The agency agrees that its staff will use these or any other similar additional resources BCS provides or arranges only for the purposes of administration of the child support program and will treat all information obtained from these sources as confidential child support program information.

2.16 IRS Contract Language for General Services

The Contractor agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103 and IRC 7213). The required IRS Contract language for ensuring the confidentiality of IRS information is stated in the official IRS Publication 1075, Exhibit 7.

The State will continue to provide Child Support Bulletins or similar guidance to CSAs, which communicate basic requirements and updates from the IRS for the confidentiality of Federal Tax Information.

2.17 Bonding

In accordance with 45 CFR 302.19, State IV-D programs are required to ensure that every person who has access to or control over funds collected under the program, be covered by a bond against loss resulting from employee dishonesty. Any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections, must be bonded. Even though CSAs no longer receipt and disburse funds, bonding is required due to the ability to access funds in KIDS through financial adjustments.

Counties must have a minimum bonding amount of \$30,000 per employee for all employees tasked with the collection, management or disbursement of funds associated with the Child Support program. DCF has determined this amount sufficient to cover employee dishonesty. Counties that do not have a bonding policy in place may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the County for losses of support collections from the State's IV-D program.

DCF will not collect bonding information for individual agencies. All bonding information must be maintained by the agency and is subject to the State Single Audit Guidelines (SSAG).

2.18 Agreements with Department of Workforce Development, Division of Unemployment Insurance

Either the CSA or the county shall execute an agreement with the Department of Workforce Development, Division of Unemployment Insurance governing the use and disclosure of Unemployment Insurance data.

2.19 CSA Telework

CSAs that permit staff to telework must create a written policy outlining the requirements imposed by IRS Publication 1075 for staff who have access to FTI at a remote worksite. DCF will issue a child support bulletin providing guidance and will provide a copy of DCF's FTI teleworking policy.

The policy shall also outline how the CSA will monitor staff and ensure staff are following those requirements. In the event a staff member fails to comply with Publication 1075 telework requirements, the CSA shall immediately notify BCS.

3.0 Department's Duties and Responsibilities

The Department shall:

3.01 Administrator's Memos/Child Support Bulletins

Maintain availability to the CS Partner Resources Page and an index listing of all the Administrator's Memos, Child Support Letters (CSLs), and Child Support Bulletins (CSBs) that apply to the Child Support Program for the Contract year.

3.02 Policy Directives

Develop and maintain policy directives for administrative and enforcement activities relating to the Child and Spousal Support and Establishment of Paternity Program conforming to State and Federal statutes, State administrative rules, Federal regulations and controlling court cases. BCS will consult with the Child Support Policy Advisory Committee when developing new policy directives if time permits. Cite applicable State and Federal statutes, Federal regulations, State administrative rules, and controlling court case(s) in all policy directives. Such citations shall be incorporated into relevant resource materials, including child support manuals, fact sheets, and training materials. Provide advanced notice of new requirements to all the County CSAs unless court order or Federal or State law or regulations require immediate implementation, in which case, notification will occur within 15 days of enactment. Maintain a comprehensive index listing all major child support topics with links to available resource materials on each topic.

3.02.1 New Initiatives or Programs

In consultation with the County Contract Committee, develop a Contract addendum or amendment executed under separate cover for any new initiatives or programs other than those specifically mandated by Federal or State laws, rules, or regulations. The Department shall consider the fiscal impact on the CSA and consult with PAC before implementing the initiative or program. It is not the Department's intent to impose unilaterally any new, unbudgeted initiatives or programs on the CSA.

3.02.2 Reasonable Time Period to Implement

Allow the CSA a reasonable time period in which to implement fully Department directives. Department directives, which are the result of changes in Federal or State laws, rules and regulations or court actions, may be implemented by the Department in accordance with the implementation timeframes of the Federal or State laws, rules and regulations or court action.

3.02.3 Extension of Time Period to Implement

Allow the CSA to request an extension of the time period for implementing program requirements, which have a significant impact on the CSA and are not mandated by State or Federal law or court order. The CSA may submit documentation of the hardship imposed, and the Department may then grant up to 45 days of exception to the implementation requirements.

3.03 Policy Change

If the Department proposes a change to the requirements in the functions performed, and services provided or purchased by the CSA which is not the result of implementation of State or Federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the Department shall consider the fiscal and workload impact on the CSA, and consult with Wisconsin Child Support Enforcement Association (WCSEA) on any change determined by the Department to have a substantial fiscal or workload impact before implementing the change to the requirements. It is not the Department's intent to impose unilaterally any new, unbudgeted activities on the CSA.

3.04 Advanced Releases of Policy Manual and Child Support Bulletins

Distribute an advance copy of the Wisconsin Child Support Policy Manual and Child Support Bulletins to the WCSEA Review Panel. The Review Panel will be given an opportunity to provide input on the manual releases they receive. The State's objective is to issue manual and bulletin releases within six months of the enactment of child support related laws, statutes, or the issuance of the regulations.

3.05 Comprehensive Training

Provide comprehensive statewide training for CSA personnel including, but not limited to, new worker training, training related to new initiatives and KIDS enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Child Support Training Advisory Committee (CSTAC). Child Support training materials and curriculum shall be made available to CSAs. Provision of classroom training and onsite training is subject to BCS budget limitations.

3.06 Information to the Public

Provide the public with information on the Child and Spousal Support Program and provide customer service related to any new centralized Child Support services.

3.07 Standard Cooperative Agreements

Maintain the standard cooperative agreements that conform to State and Federal laws in consultation with PAC or an alternative County subcommittee appointed by PAC.

3.08 Central Registry

Provide Central Registry services to agencies.

3.09 Kids Information Data System (KIDS)

Work cooperatively with child support agencies to ensure the efficient and effective operation of KIDS by identifying and reporting system deficiencies and operational problems.

3.09.1 KIDS Maintenance

Ensure ongoing maintenance of KIDS. The Department acknowledges its responsibility to maintain KIDS in maximum functional status for the benefit of all CSA and State users.

The Department agrees to take all necessary actions to assure the uninterrupted availability of KIDS during normal business hours.

3.09.2 Automated System Enhancements

Modify and enhance automated systems relating to the child support program, including but not limited to the IV-A to IV-D (CARES/KIDS) computer interfaces and develop a computer interface with Wisconsin Circuit Court Access via CCAP (Consolidated Court Automation Programs), in order to meet Federal program requirements and ensure that the system operates efficiently and in a manner that supports CSA program operations and performance improvements. The Department agrees to continue to take all necessary actions to modify automated systems, fully utilize all funds authorized by the legislature for the modification and enhancement of the automated systems in a timely and effective manner.

3.09.3 Child Support Customer Area Advisory Group (CSCA)

Establish the CSCA with four CSA representatives from four different agencies, appointed by (WCSEA). At least one of the appointed representatives shall have KIDS financial expertise. The Department will consult with the Counties via the CSCA regarding the prioritization of KIDS programming projects.

3.10 Delegation of Authority

Delegate to Child Support Attorneys authority to establish paternity and to establish and enforce child support obligations by appearance in circuit court and, with prior approval of the Department, appearance in appellate court. The Department agrees to assist the Child Support Attorney in preparation of appeals, upon request.

3.11 Provide Direct Technical Assistance to Agencies

Maintain a Help Desk/Call Center or otherwise maintain a system to provide consultation and direct technical assistance to agencies, including assistance related to child support policy, KIDS processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.

3.12 Confidentiality of Records

Comply with the applicable Federal and State laws and Department regulations concerning confidentiality of participant and KIDS records.

3.13 Tax Intercept

Certify arrears for tax intercept and other certifiable debts using KIDS account balances. Receipt, distribute, and disburse tax intercept funds centrally through KIDS.

3.14 New Hire Reporting

Ensure employer compliance with the reporting requirements under DCF Rule 152 (New Hire Reporting).

4.0 Allocations, Funding, and Fees

4.01 Standards of Performance and Performance Based Allocation

Pursuant to Admin Rule DCF 153 and Wis. Stat. s. 49.24, the Department shall specify standards of performance and budget an allocation to the CSA as its proportionate share of dollars for performance-based funding as identified in the applicable Administrator's Memo. The Department shall distribute the total available incentive funding under Wis. Stat. §. 49.24, to Counties.

4.02 Federal Incentive for Recovery of Medical Assistance Payments

The Department shall pay the CSA the 15 percent (15%) federal incentive rate earned for the recovery of Medical Assistance payments under the Medical Support Liability program. The 15% rate may be increased or decreased during the term of this Contract to reflect any applicable changes in federal law. Payment shall be made on the same schedule as administrative reimbursement.

The federal incentive for recovery of Medical Assistance payments is considered program income, which is ineligible for federal financial participation (66%).

4.03 Additional Funding

The Department shall consult with the County Contract Committee to distribute any additional funding available to support CSA operations.

4.04 Performance Incentives

Pursuant to DCF 153.08(5), the CSA agrees that performance incentives allocated to the county must be used to supplement and not supplant other funds used to carry out the child support program.

- END -

Exhibit 2: Subrecipient Performance Monitoring

Child Support Administrative Agency Responsibilities (Performance Standards)

In accordance with 45 CFR 75.352, Department of Children and Families (DCF) must monitor the activities of subrecipients as necessary to ensure that the subaward is used for authorized purposes, complies with federal statutes, regulations, and the terms and conditions of the subaward and that subaward performance measures are achieved.

Performance standards are based on federal performance rates for the IV-D Child Support Program and state reporting requirements for county child support agencies, including System for Payments and Reports of Contracts (SPARC) expenditure reporting and filing county single audits with DCF. The following performance standards apply to all counties:

Verify Accuracy of County Single Audits and Child Support Program Reporting

All counties must submit a single audit to the DCF Bureau of Finance ("DCF Finance"). DCF Finance receives the county single audits and notifies the accountant in the Bureau of Child Support (BCS) of any findings for the child support program.

Performance Standard

The county single audit should contain no audit findings. If there are audit findings, the findings should be resolved in a timely manner with no further intervention from DCF.

Remedy

BCS and BRO will work with the county on any unresolved audit findings. Continuing unresolved findings could result in BCS requesting that reimbursement by the department be held until the finding is resolved.

Verify Signing of Annual State-County Child Support Contract

The Department and the CSA are directed by Wisconsin Statute section 59.53(5) to enter a Contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity, and Medical Support Liability Programs under Wis. Stat. § 49.22. BCS tracks the signing of the calendar year contracts.

Performance Standard

The contract must be signed within 60 days of receipt by the county.

Remedy

BCS will contact the Bureau of Regional Operations (BRO) regarding any unsigned contracts. If the contract is not signed timely, the county's funding may be suspended.

Verify Accuracy of Child Support Expenditure Reporting

BCS reviews and prepares the annual county contribution spreadsheet after the prior contract year closing that consists of child support expenditures, revenues, and the county contribution from the county for the child support program. Biennially, the report is used by Wisconsin's Legislative Audit Bureau for the Child Support Program Report.

Performance Standard

The county contribution spreadsheet will show no unusual variances regarding expenditure and/or revenue reporting.

Remedy

Any unusual expenditure and/or revenue reporting will be sent to the county and the county will be directed to provide additional information to support their child support expenditure claim. The county may be asked to correct the claim based on BCS' consultation with DCF Finance.

Verify Accuracy of Random Moment Sampling (RMS)

The federal Office of Child Support Services (OCSS), has advised that Wisconsin must use either 100%-time reporting or random moment sampling (RMS) to record and document costs that are eligible and not eligible for federal financial participation (FFP). Random Moment Sampling (RMS) is used to determine allowable IV-D and non-IV-D (NIVD) program costs in Wisconsin. The department's grant payment system uses the statewide RMS sampling ratios to determine NIVD allowable and non-allowable costs for federal reporting purposes. Each CSA must be classified as either Group A or Group B. The RMS ratios will differ for the two county groups.

Counties must participate in the RMS group that best fits the county's work arrangement. BCS and DCF Finance reserve the right to move counties between groups if the characteristics of county staffing and RMS results indicate that the county belongs in the other group.

BCS reviews and publishes the RMS quarterly reports received from DCF Finance.

Performance Standard

No significant reporting errors for each group and/or county are expected.

Remedy

BCS will contact the county concerning any significant or unusual RMS reporting. BCS will request that DCF RMS work with the county to ensure RMS reporting is done correctly.

Review County Federal Performance Measures

BCS reviews and publishes the counties' federal performance measures monthly. The performance rates as of September 30th are used for the contract allocation. Wisconsin's child support rankings compared to other States are shared with the counties every year at the Director's Dialogue.

Performance Standard

No significant change in federal performance measures for each county are expected. A county's current federal performance rates are compared to prior years; therefore, a low federal performance rate may not be considered a significant change. Note: Low federal performance rates do affect the county's contract funding.

The federal performance standards for states and territories are:

Paternity Establishment Percentage	90%
Percent of Cases with a Child Support Order	80%
Current Collections Performance	80%
Arrearage Collections Performance	80%

Remedy

A substantial change in a county's performance rate(s) will be addressed with the county by BCS in consultation with BRO and a corrective action plan may be implemented.

Child Support Agency Monitoring Reviews

BCS collaborates with BRO to monitor each CSA for compliance with various aspects of the Child Support (CS) contract. This monitoring process promotes effective programming by ensuring that contractual and programmatic requirements are carried out, best practices are identified and shared, program deficiencies are identified early, and corrective action plans are established and implemented, when necessary.

To confirm that each CSA is adhering to the requirements and mission of the IV-D Program, BRO uses a three-year monitoring cycle, which consists of one on-site full program review and two annual check-ins.

Incorporating annual check-ins into the monitoring cycle increases the opportunities for BRO regional staff and CSA directors to discuss agency performance and best practices.

The monitoring tools used by BRO are designed to fit this three-year cycle. The on-site full program review, conducted at least once every three years, uses a comprehensive monitoring tool focusing on nine specific CS program areas. An Internal Revenue Service (IRS) safeguard review is conducted at the same time as the on-site full program review, using the IRS Safeguard Review Checklist. The annual check-in, conducted in years when the on-site full review is not scheduled, uses a less formal checklist to guide discussion. Each of these tools will help us more quickly identify best practices and performance deficiencies, in order to meet and maintain our overall program objectives.

When a CSA is scheduled for an on-site full program review, the BRO Reviewer will prepare the monitoring tool by entering data into selected modules, prior to sending the monitoring tool to the CSA. The CSA will complete the review modules in advance of the BRO Reviewer site visit. During the site visit, the BRO Reviewer will discuss the information in the review tool with the CSA director and other CSA staff.

When performing an annual check-in, the BRO Reviewer will work with the CSA Director to review recent data, performance trends, significant changes over the prior year, and any performance issues identified in previous review(s). The annual check-in with the CSA is typically conducted as a desk review with discussion occurring electronically but may be held in-person when necessary or convenient.

Performance Standard

The CSA should have no findings of noncompliance.

Following an on-site full program review, the CSA will receive a copy of the completed review documentation. The documentation will include a cover letter which may address any of the following: positive performance or practices, areas requiring attention or follow-up, performance deficiencies or findings of noncompliance, and/or recommendations for program improvement. The letter will identify any action items requiring follow-up by BRO and/or BCS.

Remedy

In the event there are findings of noncompliance, the CSA must respond within 30 days on how they will resolve the findings and respond to recommendations made by BRO to rectify the findings. If noncompliance findings are unresolved, the agency will be subject to a corrective action plan (CAP).

Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and

obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

In Process

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 \(1\)](#).

In Process

Certificate Of Completion

Envelope Id: 7C3268A9-C9EF-4308-A12B-44C8FC31A4AE

Status: Sent

Subject: 0002655 CY26 State County Child Support - Dane

1. Type: Base

3. Bureau: BCS

4. Contract Start Date: 01/01/2026

5. Contract End Date: 12/31/2026

6. Original Sent Date: 12/18/2025

2. Division: DFES

7. Internal/External: External

8. Full Process ID: 437004-C26-0002655-000-13

Source Envelope:

Document Pages: 44

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

DCF Contracting

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Melissa Agard

contracts@dane county.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/3/2025 11:48:32 AM

ID: f61e0472-9338-4e7a-8f46-c118c59244a8

Sent: 12/18/2025 9:02:11 AM

In Person Signer Events

Signature

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Justine Girard

justine.girard@wisconsin.gov

Southern Area Section Manager

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 11/15/2021 2:51:32 PM

ID: d78c1c5f-ca92-4b8f-97dd-a8a33aa9ad40

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Carbon Copy Events	Status	Timestamp
<p>Vue Yang yang.vue@dane county.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/18/2025 9:02:12 AM
<p>Lisa Bina bina.lisa@dane county.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/18/2025 9:02:12 AM Viewed: 12/18/2025 9:32:38 AM
<p>DCF Grants Releases DCFMBDMSFinGrantsReleases@wi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Dianne Bahr dianne.bahr@wi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/15/2021 8:07:19 AM ID: 5db10b51-9957-44be-abae-d734af476823</p>		In Process
<p>Luke Reible luke.reible@wisconsin.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/5/2025 12:02:55 PM ID: 0feacc3b-7bd8-492e-983e-ae45fe797d98</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2025 9:02:12 AM
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Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari,ç 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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