

Dane County Contract Cover Sheet

Revised 07/2023

Res 302
significant

BAF # 26022
Acct: Bush
Mgr: NA
Budget Y/N: N

Dept./Division	Dept. of Human Services/CYF, PEI & BH		
Vendor Name	State of WI, Dept. of Children and Families	MUNIS #	9474
Brief Contract Title/Description	WI DCF Grant Agreement - 2026 State County Child Welfare Grant Award for social services and community programs		
Contract Term	1/1/2026 - 12/31/2026		
Contract Amount	\$ 20,164,281.31		

Contract # Admin will assign	16215
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input 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 checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	SprContract Coordination Assistant	Name	
Phone #	608-242-6200	Phone #	
Email	dcdhscontracts@countyofdane.com	Email	dcfcontracting@wi.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		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 #	302
	<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.	Year	2025

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

APPROVAL	
Dept. Head / Authorized Designee	
John Schlueter	Digitally signed by John Schlueter Date: 2026.03.17 08:53:03 -05'00'

APPROVAL – Contracts Exceeding \$100,000		
Director of Administration		Corporation Counsel
Slaven, Shelby	Digitally signed by Slaven, Shelby Date: 2026.03.18 08:45:25 -05'00'	SHR 3.16.26

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 3/17/26 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, March 17, 2026 2:55 PM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16215
Attachments: 16215.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/17/2026 3:10 PM	Approve: 3/17/2026 3:10 PM
	Rogan, Megan	Read: 3/17/2026 2:57 PM	Approve: 3/17/2026 3:11 PM
	Cotillier, Joshua	Read: 3/18/2026 4:00 PM	Approve: 3/18/2026 4:02 PM
	Oby, Joe		

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

Contract #16215
Department: Human Services
Vendor: WI Dept of Children & Families
Contract Description: 2026 State County Child Welfare Grant Award (Res 302)
Contract Term: 1/1/26 – 12/31/26
Contract Amount: \$20,164,281.31

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.

1
2
3 **2025 RES-302**

4 **ACCEPTING FUNDS FROM STATE OF WI DEPARTMENT OF CHILDREN AND FAMILIES**
5 **DCDHS – CYF, PEI & BH DIVISION**

6 Dane County Department of Human Services (DCDHS) Children, Youth & Families (CYF),
7 Prevention & Early Intervention (PEI) and Behavioral Health (BH) have been awarded funding
8 from State of Wisconsin Department of Children and Families for 2026 State County Child
9 Welfare Contract to support various social services and community programs.

10
11 These funds are budgeted and ongoing within the department. No budgetary change is required
12 due to entering into this agreement.

13
14 **NOW, THEREFORE, BE IT RESOLVED** that the County Executive and County Clerk, when
15 required, are hereby authorized and directed to sign the agreement on behalf of Dane County.



Wisconsin Department of Children and Families

16215

Governor Tony Evers
Secretary Emilie Amundson
dcf.wisconsin.gov

INTER-GOVERNMENTAL CONTRACT AGREEMENT

by and between

Wisconsin Department of Children and Families

and

Dane County

CONTRACT NO

437003-C26-0002657-000-13

ASSISTANCE LISTING #

See Funding Table
Additional Federal Award Information

COMMODITY OR SERVICE DESCRIPTION

State County Child Welfare 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 28th of the month, paid the 5th of the following month

CONTACT INFORMATION

Dane County

Authorized Signatory

Melissa Agard

contracts@danecounty.gov

Address

1202 Northport Drive

Madison WI 53704

Phone

608-242-7463

CC

Spring Larson

dcdhscontracts@danecounty.gov

Colleen Williams

williams.colleen@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	CFDA # (If Applicable)	SPARC Contract Code Number	Minimum Required Match	Award Amount
Children and Families Allocations January – June Funding Amount July – December Funding Estimate	93.645/93.658 /93.667	3561	-----	\$7,841,175.71 \$2,148,525.71 \$5,692,650.00
Children and Families Allocations (CFA) July – December State Match	93.645/93.658 /93.667	3681	-----	\$624,795.00
Children and Families Allocations (CFA) – MATCH* July – December County Match	N/A	9681	\$624,795.00	-----
Appendix A Promoting Safe & Stable Families (PSSF)	93.556	3306	-----	\$95,172.00
Appendix G Kinship Care Benefits January – April Allocation May – December Allocation	93.558 93.558	3377A 3377B	-----	\$1,506,816.00 \$502,272.00 \$1,004,544.00
Appendix G Kinship Care Assessments January – April Allocation May – December Allocation	93.558 93.558	3380A 3380B	-----	\$150,681.00 \$50,227.00 \$100,454.00
Appendix J CHIPS Legal Services IV-E CW CHIPS Personnel Costs - District Attorney CW CHIPS Personnel Costs - Corporation Counsel CW CHIPS Personnel Costs - Contracted Attorney CW CHIPS Personnel Costs - Clerical Support CW CHIPS Other Costs – CW Development CW CHIPS Other Costs – Non CW Development	93.658	3554 3553A 3553B 3553C 3553D 3553E 3553F	-----	\$65,693.00 Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only
Appendix J CHIPS Legal Services – MATCH*	N/A	9554	\$186,818.00	-----
Appendix J TPR Adoption Legal Service IV-E CW TPR Personnel Costs - District Attorney CW TPR Personnel Costs - Corporation Counsel CW TPR Personnel Costs - Contracted Attorney CW TPR Personnel Costs - Clerical Support CW TPR Other Costs – CW Development CW TPR Other Costs – Non CW Development	93.659	3574 3573A 3573B 3573C 3573D 3573E 3573F	-----	\$502,141.00 Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only Reporting Only
Appendix J TPR Adoption Legal Service – MATCH*	N/A	9574	\$753,212.00	-----
Appendix M WisACWIS Pass Through IV-E WISACWIS Equipment Costs WISACWIS Personnel Costs – CW Program Staff WISACWIS Personnel Costs - IT Staff WISACWIS Personnel Costs – Other Agency Staff	93.658	3604 3604A 3604B 3604C 3604D	-----	\$0.00 Reporting Only Reporting Only Reporting Only Reporting Only
Appendix M WisACWIS Pass Through – MATCH*	N/A	9604	\$0.00	-----

Appendix N IV-E CHIPS Legal Representation of Parents and Children		3568		\$146,120.00
CW CHIPS Out-of-Home Placement Representation Costs	93.658	3568A	-----	Reporting Only
CW CHIPS In-Home Representation Costs		3568B		Reporting Only
In-Home Legal Representation Child Count		IHCC		Reporting Only
Out-of-Home Placement Legal Representation Child Count		OOHC		Reporting Only
Appendix N IV-E CHIPS Legal Representation of Parents and Children Match*	N/A	9568	\$415,880.00	-----
Appendix N IV-E TPR Legal Representation of Parents and Children		3588		\$0.00
CW CHIPS Out-of-Home Placement Representation Costs	93.658	3588A	-----	Reporting Only
CW CHIPS In-Home Representation Costs		3588B		Reporting Only
In-Home Legal Representation Child Count		IHCC		Reporting Only
Out-of-Home Placement Legal Representation Child Count		OOHC		Reporting Only
Appendix N IV-E TPR Legal Representation of Parents and Children Match*	N/A	9588	\$0.00	-----
Appendix P Title IV-E Competency Based Foster Parent Training	93.658	3396	-----	\$43,293.90
Appendix P Title IV-E Competency Based Foster Parent Training – MATCH*	N/A	9396	\$67,716.10	-----
Appendix S Subsidized Guardianship Reimbursement	93.090	3456	-----	Uncapped
Appendix T Temporary Funding Pool for Sex Trafficking Out of Home Care Reimbursement	N/A	3720	-----	TBD
Appendix V AODA				\$89,744.00
Jan – June Funding Amount	N/A	3411	-----	\$44,872.00
July – Dec Funding Amount				\$44,872.00
Appendix V Youth Aids				\$8,680,291.00
Jan – June Funding Amount	93.645/93.658	3413	-----	\$4,340,146.00
July – Dec Funding Amount				\$4,340,145.00
Appendix V Community Supervision Services	N/A	3414	-----	Uncapped
Appendix W Secure Residential Care Center for Children and Youth	N/A	3690	-----	\$0.00
Appendix X Targeted Safety Support TANF**				\$491,509.70
Jan – April Funding Amount	93.558	3632	-----	\$145,238.41
July – Dec Funding Amount				\$346,271.29
Appendix X Targeted Safety Support 9.89% Match*	N/A	9645D	\$48,610.31	-----
WISACWIS County User Fee	N/A	3935	-----	(\$49,918.00)
PDS Training Partnership Fee	N/A	3940	-----	(\$23,233.00)
		Subtotal	\$2,097,031.41	\$20,164,281.31
		TOTAL PROJECT AMOUNT		\$22,261,312.72

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

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

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


The Department and the County acknowledge that they have read the Contract and the attached exhibits, attachments, and/or appendices, understand them, and agree to be bound by their terms and conditions. Further, the Department and the County agree that the Contract and other documents incorporated herein by reference are the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract. DCF reserves the right to reject or cancel agreements based on documents that have been altered.

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by the Department.

Signatures

Melissa Agard
Dane County Executive


Date

Signed by:

827BF316C0E44FE...

John Elliott
Division Administrator
Wisconsin Department of Children and Families

3/13/2026 | 3:48:14 PM CDT

Date

DocuSigned by:

EB2B061E5E8E4C9...

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

3/13/2026 | 3:50:42 PM CDT

Date

CONTRACT

I. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract," shall be between the Wisconsin Department of Children and Families, hereinafter referred to as "The Department" or "DCF," and the named County listed on page 1 of this contract, hereinafter referred to as "County" for the procurement of services, according to the terms set forth in this Contract.

II. DEFINITIONS

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 County Human Services Association (WCHSA).

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

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

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

III. TERM OF CONTRACT

Contract term is 01/01/2026 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. See Attachment A

C. This Contract, including all exhibits, attachments, appendices and addenda to the Contract

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

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

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

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

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

In Process

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

By signing this document, the representative of the county certifies to the best of their knowledge and belief that the information provided herein is true, complete, and accurate. They are aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject them 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.

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

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may

be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

A. Payment Terms

The Department shall reimburse the Contractor for the functions it performs and services it provides or purchases as set forth in **Exhibit 1: Scope of Services**. Payments by the Department under this Contract are contingent upon: (a) substantial compliance by the Contractor of all responsibilities identified in this Contract, and in accordance with State and Federal laws; (b) authorization of Wisconsin and Federal laws and availability of State and Federal funds; and (c) 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 28th day of the month following the month for which reimbursement is being claimed. The Department will issue the reimbursement using direct deposit on the 5th day of the following month, subject to reduction, recovery and reimbursement as provided in this Agreement. Late or revised expenses will be processed in the next month's payment cycle.

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

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

3. Reimbursement

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

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

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

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

4. Final Submission

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

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

5. Additional Claims Related to the Single Audit

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

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

6. Excess / Overpayments

DCF will recover any funds paid in excess of the allowable costs of services provided under this agreement within thirty (30) days of notification. Allowable costs are defined by 2 CFR Part 200, the attachment(s) to this agreement, and/or the program policy manual. DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

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

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

1. Withholding

The payments to be withheld will be in an amount the Department determines necessary to cause the County to correct its failures, or to protect the Department against potential losses or liabilities, and such amount will be withheld until the failure to provide the services or meet the Contract provision is cured or until the potential loss or liability ceases. The Department will

withhold funds pursuant to this subsection only after the Department has given notice to withhold funds.

2. Deduction/Reduction of Funds

The Department makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Except as stated in **Exhibit 1: Scope of Services**, the Department shall have the right to deduct the amounts being withheld from its financial obligations to the County if the County has not yet cured its failures or caused the potential losses or liabilities to cease. In addition, the Department shall have the right to deduct amounts equal to an amount imposed against the Department as a Federal disallowance or sanction that is attributable to the County's performance or failure to perform, misuse of funds, or non-compliance with the Contract.

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

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

3. Recovery of Funds

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

C. County Liabilities

1. Bonding and Surety Instruments

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

VIII. COUNTY RESPONSIBILITIES

A. Insurance Responsibility

The contractor performing services for the State of Wisconsin shall:

1. Maintain worker's compensation insurance or self-insure as required by Wisconsin Statutes, for all employees engaged in the work.
2. Maintain commercial liability, bodily injury and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage

shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

3. The state reserves the right to require higher or lower limits where warranted.

B. Indemnification

In the event of a breach of this contract, to the extent allowed under State and federal laws, both parties agree they shall be responsible for any losses or expenses (including costs, damages and attorney's fees) attributable to the acts or omissions of their own officers, employees, agents or subcontractors.

C. Force Majeure

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

In Process

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.

With respect to the use of artificial intelligence (AI) systems, the County and its Subcontractors shall not access, use, process, store, or analyze non-public DCF data in AI systems that could subject the non-public DCF data to inadvertent disclosure, operate outside of the County's/Subcontractor's secured network infrastructure, access or transmit data over the public internet or to external servers not fully controlled by the County/Subcontractor, or utilize a third-party cloud-based AI system that is not housed within the County's/Subcontractor's internal systems. When a county intends to use an AI system that would access, use, process, store, or analyze non-public DCF data, then the County agrees to notify DCF and share sufficient information with DCF in order for DCF to understand how the non-public DCF data would be accessed, used, processed, stored in, or analyzed by the AI system. The County also agrees to work in good faith with DCF in the event DCF raises concerns about the AI system or the County's use thereof.

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 undisclosed 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 Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

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

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

B. IT Equipment and Property

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

The Department shall have all ownership rights in any hardware supplied by DCF and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

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

The County shall keep all State-owned automation equipment in a secure place and shall be responsible for damages or losses when such damage or loss is caused by the negligence or willful misconduct of the County, County's staff, or Subcontractors. The County shall reimburse DCF accordingly upon demand. This remedy shall be in addition to any other remedies available to DCF by law or equity.

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

C. Information Technology

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

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

The County Security Officer is responsible to ensure that access to the State's automated systems is requested only for the purposes of administration of the programs under the Contract, and that each individual's level of access is requested and maintained at the minimum necessary for that individual to provide Contract services. Any system access request that does not meet this requirement must be denied at the local level. All system access requests must be signed by the Supervisor and County Security Officer or Backup County Security Officer, as appropriate, before State security staff process the request.

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

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

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

Prior to requesting system access, the County will prepare and submit to the Department properly executed data sharing agreements, appropriate confidentiality agreements or completed access request forms as defined by the Department to the contact included on the form instructions. The agreements will address compliance with relevant State and Federal confidentiality regulations and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.

XI. ACCOUNTING REQUIREMENTS

A. Accounting Records

The County shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP), in a manner which will enable State or Federal government or other staff to audit and examine any books, documents, papers and records maintained in support of the Contract and as more specifically provided below. All documents shall be made available to the Department upon written request, and shall be identifiable as pertaining to this Contract.

B. Accounting System

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

C. System Requirements

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

D. Reconciling Reports

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

E. Accounting Period

The County's accounting records shall be maintained on a calendar year basis, beginning January 1 of each year, unless changed thereafter upon prior approval from the Department. Approval will be given only if the County submits verification of Internal Revenue Service approval for changing the accounting period. The County shall submit a close-out audit for the shortened accounting period within ninety (90) days after the first day of the new accounting period. For purposes of determining audit requirements, expenses and revenues incurred during the shortened accounting period shall be annualized.

F. 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, 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, ; 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 (FAC) within nine (9) months of its fiscal year-end. Audits not submitted within 9 months will delay issuance of future DCF contracts.

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

DCFAuditors@wisconsin.gov

Telephone: (608) 422-6378

G. Access to auditor's work papers

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

H. Access to County records

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

I. Failure to comply with the requirements of this section

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

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

XIII. MONITORING AND COMPLIANCE REVIEWS

A. Monitoring

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

The Department reserves the right to monitor all aspects of the Contract, including (but not limited to):

- Adherence to the terms and conditions of the Contract,
- Adherence to State and Federal laws governing the Contract,
- Achievement of program performance standards,
- Adherence to fiscal reporting and cost allocation requirements, and
- Adherence to DCF IT security and confidentiality requirements,
- Customer satisfaction and quality of services provided.
- Sub-recipient monitoring requirements per 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 caused for revision or termination of the Contract.

D. Notice to DCF

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

XIV. DISPUTE RESOLUTION

A. General Dispute Resolution Process

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

1. The County may notify their DCF Regional Office of the dispute in writing and request a review of the issue. DCF Regional Office and the County's representative(s) will attempt to resolve the dispute. DCF Regional Office will involve Department program and financial staff as necessary to resolve the dispute. The County shall provide all necessary information to the assigned Bureau of Regional Offices staff within thirty (30) days. DCF Regional Office shall provide a written response within fifteen (15) days of receiving necessary information from the County.
2. If the dispute is not resolved with DCF Regional Office, the County may ask for review by a three person panel by sending a written complaint to the WCHSA President and the Administrator of DCF Division of Management Services at the following address: P.O. Box 8916, Madison, Wisconsin 53708-8916. The panel will consist of the WCHSA President or designee, the Administrator of DCF Division of Management Services or designee, and a third member chosen by WCHSA and DCF. Department staff will be assigned to support the panel. The County shall provide all necessary information to the assigned Department staff to share with the panel within ten (10) days of filing 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 the Certification Regarding Lobbying form. If the County engaged in lobbying the federal government, the Disclosure of Lobbying Activities must be completed and submitted to the federal Office of Management and Budget (OMB).

3. Civil Rights Compliance (CRC) Requirements

All Primary Recipients receiving a Grant Award, contract or agreement from the Department of Children and Families (DCF) must complete and submit a CRC Letter of Assurance (LOA). All service providers renewing contracts must submit a new CRC LOA by January 24, 2022 and new contractors must submit an LOA within 15 working days from the date the grant, contract or agreement was signed, if the agreement is signed after January 1, 2022.

All providers (new to DCF and those renewing contracts) must submit an LOA to DCF Civil Rights Unit to be compliant for the CRC period of January 1, 2022 – December 31, 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.wisconsin.gov/doingbusinesswith>.

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

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

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

4.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

5. Conversion Therapy

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

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

6. Rights to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

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

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

9. Never Contract with the Enemy

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

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 and 2 CFR 300, in their entirety, in addition to the specific references used throughout this contract.

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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: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31, U.S. Code, section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

In Process

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Standard Form - LLL-A

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number. The completed form shall be submitted by said official to the federal Office of Management and Budget (OMB).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT A

Reservation of Rights Submitted by Dane County

HHS Administration for Children & Families Standard Terms and Conditions, and Program Specific Supplemental Terms and Conditions

This statement applies to the extent that the DHHS Grants Policy Statement is incorporated into the terms of this agreement.

The HHS grants policy statement includes a required certification of compliance with Executive Order 14168 (Gender Ideology EO). To the extent that HHS attempts to require Dane County to comply with this as a State of Wisconsin subrecipient, this condition has been enjoined in *King County, et al. v. Turner, et al.*, 2:25-cv- 00814-BJR (W.D. Wash.) (August 12, 2025), in which Dane County is a Plaintiff. In the August 12, 2025 Order for preliminary injunction, the U.S. District Court enjoined HHS and its operating divisions and agencies from “imposing or enforcing” the grant conditions referenced in the District Court’s Order or any materially similar new conditions at any stage of the grant-making process, as well as from requiring the plaintiffs to make any “certification” of other representation related to compliance with such conditions, among other conditions. In reliance on the District Court’s Order, Dane County’s acceptance of this grant, submission of invoices, and any future draw-downs in no way reflect acceptance of the condition enjoined in *King County v Turner*. Dane County objects to such condition as vague, unlawful, and unconstitutional, and does not consent to such condition. By virtue of the PI and for so long as the PI or a subsequent order remains in effect, any such nominal reference to the restrained condition shall not result in this condition being imposed or enforced against Dane County even if the text of the inoperative condition remains in the documents executed by Dane County, or incorporated by reference via any digital signature platform, or via any submittal portal, of any kind whatsoever, that may be operated or utilized by HHS.

ATTACHMENT B

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

ATTACHMENT C

DATA CONFIDENTIALITY AND SECURITY REQUIREMENTS

RESOURCE APPENDIX FOR DCF DATA: CHILD WELFARE

DCF program data is regulated by a robust framework of state and federal laws and regulations. This appendix serves as a resource list to assist county agencies in complying with these laws, regulations and standards.

Federal Law and Standards

- Criminal Justice Information CJIS <https://www.fbi.gov/services/cjis>
- Education FERPA <https://studentprivacy.ed.gov/ferpa>
- Health Information HIPAA <https://www.hhs.gov/hipaa/index.html>
- Substance Use Disorder Records/42 CFR Part 2 <https://www.hhs.gov/hipaa/for-professionals/regulatory-initiatives/fact-sheet-42-cfr-part-2-final-rule/index.html>
- Internal Revenue Service FTI <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Social Security <https://www.ssa.gov/dataexchange/security.html>
- NIST Cybersecurity & Privacy <https://www.nist.gov/cybersecurity-and-privacy>
- NIST AI Risk Framework <https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.100-1.pdf>
- Title IV-A Federal Regulations re. Confidentiality/45 CFR § 205.50
<https://www.law.cornell.edu/cfr/text/45/205.50>
- Title IV-E Federal Statute re. Confidentiality/42 U.S.C. § 671(a)(8)
<https://www.law.cornell.edu/uscode/text/42/671>
- Title IV-E Federal Regulations re. Confidentiality/45 CFR § 1355.52(d)(1)(iii)
<https://www.law.cornell.edu/cfr/text/45/1355.52>

Wisconsin Resources

- Governmental Information Processing Association of Wisconsin (GIPAW) <https://gipaw.org/>
- WI DET cyber resources, including Cyber Response Teams in case of a breach
<https://det.wi.gov/Pages/Security.aspx>

Child Welfare

DSP Numbered Memo Series 2023-13, DCF eWiSACWIS confidentiality policy and eWiSACWIS required user agreements. <https://dcf.wisconsin.gov/knowledgeweb/ewisacwis-access>

- eWiSACWIS Confidentiality Policy
 - Chapter 19, Wis. Stats. regarding records in general
 - Wis. Stat. s. 46.215 regarding county departments
 - Wis. Stat. s. 46.22 regarding county departments
 - Wis. Stat. s. 46.23 regarding county departments

Wis. Stat. s. 48.195(2) regarding relinquishment of newborns
Wis. Stat. s. 48.35 regarding the effect of judgment and disposition
Wis. Stat. s. 48.371 regarding information for physical custodians
Wis. Stat. s. 48.38 regarding information in permanency plans
Wis. Stat. s. 48.396(2) regarding confidentiality of child welfare records of the court
Wis. Stat. s. 48.432 regarding access to medical information
Wis. Stat. s. 48.433 regarding access to identifying information about parents
Wis. Stat. s. 48.47(7g) regarding the statewide automated child welfare data system
Wis. Stat. s. 48.93 regarding closed adoption records
Wis. Stat. s. 48.78 regarding confidentiality of agency child welfare records
Wis. Stat. s. 48.981(7) regarding confidentiality of child protective services investigation records
Wis. Stat. s. 51.30 regarding treatment records
Wis. Stat. s. 165.68 regarding address confidentiality program
Wis. Stat. s. 938.35 regarding effect of judgment and disposition
Wis. Stat. s. 938.371 regarding information for physical custodians
Wis. Stat. s. 938.38 regarding information in permanency plans
Wis. Stat. s. 938.396(2) regarding confidentiality of juvenile justice records of the court
Wis. Stat. s. 938.51 regarding notification of escape of juveniles from correctional custody
Wis. Stat. s. 938.78 regarding confidentiality of agency juvenile justice records

- Child Welfare Data Sharing Agreement
ACCESS AND CONFIDENTIALITY POLICY OF THE WISCONSIN DEPARTMENT OF CHILDREN AND FAMILIES FOR CHILD WELFARE DATA SYSTEMS

Section F. Child Welfare Data Sharing Agreement (Agencies that obtain information from eWiSACWIS but do not have direct access to eWiSACWIS) Any individual or agency that receives data from eWiSACWIS but does not have direct access to eWiSACWIS shall enter into a Data Sharing Agreement with either the Department or a county department. The Data Sharing Agreement, attached to this policy as Appendix F, shall specifically state the nature of the data to be shared, the intended uses of the data, and a statement that the person obtaining the data is aware of and will subscribe to all applicable state and federal confidentiality policies, regulations, and laws.

Exhibit 1: SCOPE OF SERVICES

2026 STATE AND COUNTY CONTRACT COVERING CHILDREN AND FAMILIES PROGRAMS

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

1. DEFINITIONS

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

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

2. COUNTY'S DUTIES AND RESPONSIBILITIES

- 2.1. General Requirements.** Implement and administer the responsibilities specified in this Contract with respect to Child Welfare Services and Supporting programs in accordance with the language of Wis. Stats. Chapter 48 "The Children's Code" and other State and Federal statutes, State administrative rules, Federal regulations and controlling court cases in effect during the term of this Contract. The County agrees that the functions performed and services provided or purchased by the County, as specified in this Contract, shall be performed in accordance with statutes and rules stated above and the Department Administrator's Numbered Memo Series, Information Memo Series, Child Welfare program standards and other audits and compliance reviews as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals; These documents are maintained at <https://dcf.wisconsin.gov/cwportal/policy>
- 2.2. Provide Services.**
- 2.2.1.** Except as provided in State and Federal statutes, the County shall perform the functions and provide the services within the limits of State and County appropriations, and County appropriations used to match State and Federal funds.
- 2.2.2.** Nothing in this Contract shall be construed to require the expenditure of County funds, except as specifically provided herein and authorized by the County board.
- 2.2.3.** Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party, the County Department of Social Services, the County Department of Human Services and the County Department of Health and Human Services. The parties agree that the County shall carry out its responsibilities under the sections of this Contract through its appropriate County Departments.
- 2.3. Provide Customer Service.** Provide direct customer service by responding to all inquiries. The County shall respond to the participant inquiries and complaints referred from the Department according to the standards established in the County Customer Service and Administrative Complaint Process in DCFS Memo Series 2003 – 07.
- 2.4. Administrative Activities.** The County agrees to undertake the administrative activities including cooperation with the Statewide Eligibility Unit (SEU), to assure that Federal financial participation eligibility is determined accurately for children under County supervision who receive out-of-home care.
- 2.5. Hold Harmless.** If the County is of the opinion that any directive of the Department conflicts with a mandate contained in a Federal statute or regulation, the County will communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the County complies with the Department's decision, the County shall be held harmless from claims by the Department relating to such a conflict. In the event of a lawsuit challenging the validity of child welfare statutes, regulations, or Department policies, the Department will

defend such a lawsuit. In defending lawsuits, each party to the Contract shall be responsible for matters within that party’s authority and control.

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

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

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

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

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

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

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

3. TITLE IV-E REQUIREMENTS

3.1. IV-E Foster Care Eligibility Reporting. Timely assistance with obtaining eligibility documentation, including:

- All persons residing in the removal home and their relationship to the children being removed;
- Financial data for all persons in the removal home, including earned or unearned income, trust account information, etc.; and
- Responding to email or telephone calls requesting further assistance from DCF employees and authorized representatives.

3.2. Timely and accurate documentation of IV-E eligibility-related case information in eWiSACWIS, as prescribed in the Title IV-E Eligibility and Reimbursability Policy Manual and other Child Welfare Program Standards, Numbered Memos and Forms maintained at the Child Welfare Policy Portal

- Obtaining, scanning, and uploading all relevant court orders, voluntary placement agreements and other legal documents (see section IV of the Title IV-E Eligibility and Reimbursability Policy Manual);
- Opening and closing of placements/episodes;
- Ensuring that imminent risk is documented in the plans for out-of-home care candidates and meets the policy requirements spelled out in section 11 of the Title IV-E Eligibility and Reimbursability Policy Manual.
- Ensuring that imminent risk and prevention services are documented in the prevention plans for title IV-E prevention candidates and meet the policy requirements spelled out in section 12 of the Title IV-E Eligibility and Reimbursability Policy Manual.
- Permanency plan hearing documentation of administrative and judicial hearings under the planning tab.
- Providing a Foster Home Licensing Application (DCF-F-CFS-2386) to all court-ordered kinship care providers and documenting this in eWiSACWIS.
- Detailed assessment, case planning, documentation, judicial determinations and ongoing review and permanency hearing requirements for children placed in Qualified Residential Treatment Program placements as described in section 17 of the Title IV-E Eligibility and Reimbursability Policy Manual.

3.3. Timely performing and entry of licensing and background check requirements per DCF 56 and s. 48.685, Wis. Stats., and DHS 12, including:

- Conducting and uploading criminal background checks (FBI, DOJ, IBIS and sexual offender reverse address) for all licensed providers as prescribed in DSP Numbered Memo 2015-02 regarding adding caregiver background check information into eWiSACWIS within 7 days of the issuance of the license. <https://dcf.wisconsin.gov/files/cwportal/policy/pdf/memos/2015-02.pdf>
- Documenting license and demographic information for foster home parents as prescribed in DSP Numbered Memo 2015-02 regarding documentation requirements for foster care and kinship care providers in eWiSACWIS. <https://dcf.wisconsin.gov/files/cwportal/policy/pdf/memos/2015-02.pdf>

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

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

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

3.5. Preparation for and participation in initial and ongoing judicial determinations as identified in WI State Statute

48.21, 48.38, 48.63 & 938.21, including the following court order language:

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

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

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

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

For more information, see:

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

3.7. Random Moment Time Survey (RMTS) requirements. The RMTS process accumulates a statistically valid sample of employee activities and calculates the percentages of IV-E reimbursable activities based on those samples.

- RMTS Staff Roster liaisons must update their respective rosters monthly to accommodate the monthly RMTS sample
- Only workers that meet the criteria for inclusion on the RMTS Staff Roster should be added to each agency's roster
<https://dcf.wisconsin.gov/files/finance/rmts/rmts-training/rmts-roster-instructions.pdf>
- County workers who receive an RMTS sample email must accurately respond with the task that they are doing at the time of the sample in the RMTS system. Each response must be submitted within two business days of the sample date and time.

3.8. Counties must maintain and make available auditable documentation used in the calculation of the SPARC lines and RMTS roster:

- County staff or organizational chart for validation of the monthly RMTS Staff Roster
- Staff that comprise the 3301 and 3301N line codes, including workers on the RMTS Staff Roster and their supervisors
- Contracts and/or invoices that support administrative claiming for child placing agency costs on Line 3329
- Administration, Management, Support, and Overhead (AMSO) calculation method for Line 3683 and 3683N

3.9 Title IV-E foster care maintenance and administration funds. DCF will annually provide information about the state's Title IV-E revenues, expenditures, and balances; including the amounts claimed on county expenses and appropriated by the legislature to fund the Children and Families Allocation (CFA).

4. RECORDS

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

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

4.1.2 eWiSACWIS and financial systems

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

DCF and counties' intent is to reestablish functioning interfaces with any remaining counties by the end of 2026 and ensure continued operation of those interfaces. To that end, DCF will regularly monitor the functioning of the financial interfaces for CCWIS compliance and provide outreach, technical support and documentation to assist counties in resolving any identified problems. Counties that do not currently have a functioning financial interface will work with their vendors and DCF to develop a plan to set up the interface, including estimated costs. Costs are partially reimbursable via the existing eWiSACWIS IV-E passthrough process. Specific timelines for implementing plans to reestablish interfaces will be determined by individual counties in consultation with DCF and implemented as soon as feasible. Counties that work through this process in good faith and take steps to come into compliance will be considered to have made acceptable progress toward compliance even if unanticipated barriers preclude full implementation during this contract period.

5. REPORTING

5.1. Expenditure and Revenue Reporting. DCF will use expenditure and revenue information submitted to the Department of Health Services for determining total expenditures and revenues for children and families programs. Information will be used from the following reports:

- (1) DHS F-20942 Total Expense by Target Group Standard Program Cluster Report
- (2) DHS F-22540 Human Services Revenue Report

6. CHILDREN AND FAMILY AIDS

6.1. Definitions:

6.1.1. Children and Family Aids (CFA) payments means the payments allocated per sec. 20.437(1)(b), (km), and (o) and the purposes defined in those sections.

6.2. The County shall be reimbursed for the County's actual expenditures as identified in the State Allocation Column.

6.3. County Match. All County match funds shall be used to earn State match funds on DCF CFA Contract line.

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

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

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

6.4. Carryover of CFA Funds

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

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

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

7. ACCESS AND EQUAL OPPORTUNITY IN SERVICE DELIVERY

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

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

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

7.4. Access to Agency

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

8. DEPARTMENT'S DUTIES AND RESPONSIBILITIES

- 8.1.** Maintain an index listing of all the Administrator's Numbered and Information memos that apply to the Child Welfare Program for the Contract year. A complete list of all current and past memos is available online at:
<https://dcf.wisconsin.gov/cwportal/policy>.
- 8.2.** DCF will maintain, modify and enhance eWISACWIS.

Department of Children and Families

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

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

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

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

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

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

II. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

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

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

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

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

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

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

STATE OF WISCONSIN
Department of Children and Families

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

It is further understood and agreed by both parties through this attachment to the State and County Contract covering Children and Families Programs that the following requirements apply to the Kinship Care Program in accordance with DCF 58.

I. Funds for the Kinship Care Program

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

- A. TANF Funding. The funding for Kinship Care Benefits and Kinship Assessments is from federal TANF funds. The funding allocations and expenditures are subject to the allocation limits under s.49.175, Wis. Stats. Each annual award amount under this contract is set considering SPARC payment timing and the limitations under s.49.175, Wis. Stats.
- B. Return of Kinship Care Benefits SPARC Line 3376. If the County recovers Kinship Care Benefits that were incorrectly paid, the recovered amounts must be reported on SPARC Line 3376. Amounts reported on Line 3376 will reduce the reimbursement received from Line 3377 in accordance with DCF 58.08(16).
- C. Kinship Care Benefits SPARC Line 3377. These funds are for monthly Kinship Care Benefit payments to eligible caregivers as set forth in s. 48.57(3m) Wis. Stats and Administrative Rule DCF 58. The funds may only be used to make benefit payments.

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

- D. Kinship Assessments SPARC Line 3380. These funds are for costs associated with conducting Kinship Care Assessments, including, but not limited to, doing program outreach, accepting applications, conducting background checks, assessing the homes of caregivers, determining initial eligibility, and doing annual eligibility redeterminations. These funds may also be used towards bassinets, cribs or playpens for Kinship Care families without safe sleeping arrangements.

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

- E. Failure to meet these purposes and conditions may result in the loss of

Kinship Care Benefit and Assessment funds by the County and their repayment by the County to the Department.

II. Kinship Care Information Reporting

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

- A. Information on caregivers receiving Kinship Care Benefit payments and children for whom payments are made must be reported in the eWiSACWIS system as specified by the Department. Client formation must be reported by the 10th day of the following month.
- B. If the County has a wait list for Kinship Care Benefits, the wait list applicants must be reported to the Kinship care specialist and in the eWiSACWIS system as specified by the Department per DCF 58.08(10) and (11).
- C. Failure to report caregiver/household information in a timely manner may result in the loss of Kinship Care Benefit funds by the County and their repayment by the County to the Department.

In Process

STATE OF WISCONSIN
Department of Children and Families

APPENDIX J TO THE 2026 STATE AND COUNTY CONTRACT
COVERING CHILDREN AND FAMILIES PROGRAMS

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

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

Applications for Title IV-E Reimbursement for Legal Services must be received by October 31, 2025 to be awarded funding for an approved budget.

It is further understood and agreed by both parties that:

- I. The IV-E revenue received by the county must be used for county child welfare services, including maintenance payments, funding of child welfare staff, and services to children and families. IV-E revenue may also be used to fund and support county attorneys working with child welfare cases.

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

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

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

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

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

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

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

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

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

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

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

federal funds for legal services associated with these activities.

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

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

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

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

STATE OF WISCONSIN
Department of Children and Families

APPENDIX N TO THE 2026 STATE AND COUNTY
CONTRACT COVERING CHILDREN AND FAMILIES
PROGRAMS

Appendix Title: **Title IV-E Legal Representation of Parents
and Children (SPARC Lines: 3568, 3568A-B, 9568, 3588,
3588A-B, 9588, IHCC & OOHC)**

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

Applications for Title IV-E Reimbursement for Legal Representation of Parents and Children must be received by October 31st, 2025 to be awarded funding for an approved budget.

It is further understood and agreed by both parties that:

- I. The IV-E revenue received by the county must be used for county child welfare services, including maintenance payments, funding of child welfare staff, and services to children and families. IV-E revenue may also be used to fund and support county attorneys working with child welfare cases.

Reimbursable costs may only be incurred retroactive to the effective date of the agreement between the County and the local court system paying for the representation of children and parents.

Any unused funds from a CHIPS Legal Representation or a TPR Legal Representation line code may be transferred between lines within the same contract code following a written request by the County to the Department.

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

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

The County may use the additional funds only for the following purposes under Chapter 48 Wis. Stats.:

- Initial disposition and extension or revision of Child in Need of Protection or Services (CHIPS) orders;
- Placement of children in out-of-home care, including temporary physical custody, change of placement, revision, permanency, and extension hearings/orders;
- Voluntary placements of children into out-of-home care and conversion of voluntary placements to court-ordered placements;
- Termination of parental rights (TPR), including discovery activities for TPR and presenting TPR cases to the court;
- Establishing guardianship for children in out-of-home care under s. 48.977, Stats.

Within the broad types of the legal proceedings identified above, specific legal service costs may include: petitioning the court; court hearings on permanency plans; providing legal notice of hearings, meeting with parents and children to assess their needs and prepare for court hearings; issuing subpoenas; preparing legal briefs and orders; obtaining signed court orders; and appellate activities.

Legal Service costs associated with court appointed adversary counsel for parents and guardian ad litem for children used as match or funded with IV-E funds must do time reporting to support the amount of costs reported to this contract.

Legal proceedings related to JIPS and Delinquency orders, juvenile probation, restitution, and placement of children in secure detention or juvenile corrections under Chapter 938, Stats., do not qualify for the legal representation reimbursement program. Juvenile justice activities are generally not IV-E reimbursable. In situations where legal actions under Chapter 48, including TPR, adoption, permanency plan hearings, and guardianship, are performed for juveniles subject to a Delinquency or JIPS order, the legal actions under Chapter 48 do qualify for the legal representation reimbursement program.

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

Federal IV-E requirements specify that as a condition of accepting IV-E reimbursement for legal representation, courts cannot claim reimbursement on costs that are then recouped from the parents as a fee for the cost of providing court-appointed counsel or GAL representation. Courts can make the determination on whether to submit IV-E reimbursement or order the parent to provide reimbursement on a case-by-case basis. In other words, if there is an individual case where the court determines that the parent should be ordered to reimburse the county for either the child's GAL fees or the parent's court-appointed counsel, IV-E funds cannot be claimed. However, the court can still claim IV-E funding for cases where the parents are not ordered to reimburse the county.

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

III. Fiscal Conditions on the Earnings of the Additional Funds

The County will provide the matching funds and the Department will pass through earned federal funds for legal representation services associated with these activities.

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

The County, for the CHIPS Legal Rep. Services, shall report 100% of their costs on the SPARC Lines 3568A-B (CHIPS Legal Representation) and will be paid by the Department on SPARC Line 3568 (CHIPS Legal Representation Federal) limited to 26% of the total costs reported. 74% of reported expenses will be allocated to SPARC Line 9568 (CHIPS Legal Representation Match) non-reimbursable County local share.

Further, for the TPR Adoption Legal Rep. Services, the County shall report 100% of their costs on the SPARC Lines 3588A-F and will be paid by the Department on SPARC Line 3588 (TPR Adoption Legal Representation Federal) limited to 40% of the total costs reported. 60% of reported expenses will be allocated to SPARC Line 9588 (TPR Adoption Legal Representation Match) non-reimbursable line County local share.

	Expense Category
3568	CW CHIPS IV-E Legal Representation of Parents and Children (Payment Only)
3568A	CW 3568A CHIPS Out-of-Home Placement Representation Costs (Reporting Only Line)

3568B	CW 3568B CHIPS In-Home Representation Costs (Reporting Only Line)
9568	CW CHIPS IV-E Legal Representation of Parents and Children – Agency Match (Non-reimbursable (Info Only) Line)
3588	CW TPR IV-E Legal Representation of Parents and Children (Payment Only)
3588A	CW 3588A TPR Out-of-Home Placement Representation Costs (Reporting Only Line)
3588B	CW 3588B TPR In-Home Representation Costs (Reporting Only Line)
9588	CW TPR IV-E Legal Representation of Parents and Children – Agency Match (Non-reimbursable (Info Only) Line)
IHCC	In-Home Legal Representation Child Count (Reporting Only Line)
OOHC	Out-of-Home Placement Legal Representation Child County (Reporting Only Line)

In Process

STATE OF WISCONSIN
Department of Children and Families

APPENDIX P TO 2026 THE STATE AND COUNTY CONTRACT
COVERING CHILDREN AND FAMILIES PROGRAMS

Appendix Title: **IV-E Competency Based Foster Parent Training (SPARC Lines: 3395, 3396, 9396)**

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

Funding will be awarded through a unilateral amendment process once the county has submitted an approved budget as described in DCFS Memo Series 2008-01 and/or updates. It is further understood and agreed by both parties that:

I. Additional Funds issued for the Purpose and Service of Title IV-E Competency Based Foster Parent Training

Funds are provided by the Department to the County and will be awarded through a unilateral amendment process once the county has submitted an approved budget as described in DCFS Memo Series 2008-01 and/or updates.

II. Purpose and Service Conditions

These additional funds may be used by the County only for foster and adoptive parent training approved by the Department. The costs that can be claimed are outlined in DCFS Memo Series 2008-01 "Foster Parent Training and Federal Title IV-E Reimbursement."

III. Fiscal and Client Reporting

The County shall report 100% of their costs on the SPARC Line 3395. Expenditures reported on SPARC Line 3395 will be paid by the Department on SPARC Line 3396 (Federal Payment) limited to 39% of the total costs, 61% of reported expenses will be allocated to SPARC Line 9396 (Local Share). This is a non-reimbursable line used to show the agency's local share. The additional County match must come from local or state funds and not from federal dollars.

Failure to report these funds and the clients served by them or to meet the purposes and conditions as specified above will result in the loss of these funds by the County and their repayment by the County to the Department.

STATE OF WISCONSIN
Department of Children and Families

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

It is further understood and agreed by both parties through this attachment to the State and County Contract Covering Children and Families Programs that counties will receive quarterly reimbursement on SPARC line 3456 for qualified Subsidized Guardianship payments and adjustments, as described in DCF Memo Series 2023-24i.

I. Reimbursement Logistics and Criteria

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

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

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

II. Reimbursement Batch Reporting

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

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

III. Additional County Responsibilities

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

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

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

- The child has been residing in the home of the guardian for not less than six consecutive months.
- The child's situation precludes return of the child to their home or adoption/customary adoption as appropriate permanency options for the child.
- The child demonstrates a strong attachment to the guardian.
- If the child is age 14 or older, they have been consulted regarding the guardianship arrangement.
- The proposed guardian is the child's relative pursuant to Wis. Stat. § 48.02(15) or fictive-kin pursuant to Wis. Admin. Code DCF 55.02(5g), or extended family member pursuant to Wis. Stat. § 48.028(2)(am).
- The proposed guardian has a strong commitment to caring permanently for the child.
- The proposed guardian has been licensed as the child's foster parent and the proposed guardian and all adults residing in the guardian's home meet background check requirements.
- The proposed guardian and the local child welfare agency enter into a subsidized guardianship agreement before the guardianship is ordered.
- Proposed guardian is appointed as guardian by a court pursuant to Wis. Stats. § 48.977 or a substantially similar tribal law.
- The court order under enumerated statutory provisions placing the child outside the home is terminated or dismissed when guardianship is ordered.
- If the county child welfare agency or DMCPs knows or has reason to know that the child is an Indian child, they have complied with applicable notice provisions and placement preference requirements under the Wisconsin Indian Child Welfare Act, federal Indian Child Welfare Act, and the 2016 ICWA Regulations.

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

STATE OF WISCONSIN
Department of Children and Families

APPENDIX T TO THE STATE AND COUNTY CONTRACT COVERING
CHILDREN AND FAMILIES PROGRAMS

Appendix Title: Temporary Funding Pool for Sex Trafficking Out of Home Care Reimbursement
(SPARC Line 3720)

It is further understood and agreed by both parties through this attachment to the State and County Contract Covering Children and Families Programs that counties will receive quarterly reimbursement on SPARC line 3720 for qualified out-of-home care placements for youth who have experienced sex trafficking, based on available funding.

I. Reimbursement Logistics and Criteria

County staff do not enter expense data into SPARC; DCF will calculate and upload quarterly reimbursement totals onto SPARC line 3720. Each quarter's reimbursement total will be the sum of new payments and adjustments to prior quarter payments that meet the following criteria:

- Payment is for the cost of out-of-home care placements for youth who have experienced sex trafficking incurred on or after January 1 of the calendar year;
- County agencies must enter payments into eWiSACWIS;
- Payments must be connected to a check with a status of "Outstanding"; and
- All transactions processed as of the last Monthly Financial 3 (MF3) batch run of the quarter (March, June, September, or December - see the current Financial Batch Calendar)

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

II. Reimbursement Batch Reporting

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

- Log into eWiSACWIS using your WAMS ID and password;
- Click the "Quick Links" page
- Click the "Reports – Scheduled & On-Demand" link
- Click the "eWReports Child Welfare Dashboards" panel
- Scroll to the Fiscal section
- Click the "Anti-Human Trafficking Reimbursement Dashboard"

III. Purpose

To continue supporting counties, the Department of Children and Families (DCF) will renew the temporary funding pool to reimburse costs of out-of-home care placements for youth who have experienced sex trafficking so long as funding remains available. Reimbursement amounts are subject to available funding and may be limited or pro-rated.

County agencies are eligible to receive reimbursement for the daily rate for an out-of-home care placement for a youth who has experienced sex trafficking. Out-of-home care placement cost must have been incurred during the calendar year. The placement can be new or existing as of January 1 of the calendar year. Qualifying placements include foster care, group homes, or residential care centers in Wisconsin or another state. All other placement settings are excluded.

IV. Reimbursement Criteria

Reimbursement will be made for eligible out-of-home care placements entered in eWiSACWIS for which the youth meets one of the following eligibility categories, with sex trafficking indicators/descriptors documented at any point in the youth’s history.

Category	Definition
1	CPS sex trafficking substantiation (non-sexual abuse, sex trafficking descriptor). No CANS sex trafficking indicator.
2	CPS sex trafficking substantiation (sexual abuse, sex trafficking descriptor). No CANS sex trafficking indicator.
3	CANS sex trafficking indicator score 2 or 3
4	CPS sex trafficking allegation (non-sexual abuse; sex trafficking descriptor), that was not substantiated. CANS sex trafficking indicator 1, 2, or 3.
5	CPS sex trafficking allegation (sexual abuse; sex trafficking descriptor), that was not substantiated. CANS sex trafficking indicator 1, 2, or 3.
6	CPS sex trafficking substantiation (non-sexual abuse, sex trafficking descriptor). CANS sex trafficking indicator 1, 2, or 3.
7	CPS sex trafficking substantiation (sexual abuse, sex trafficking descriptor). CANS sex trafficking indicator 1, 2, or 3.

Consistent with the intent of this funding, other allegations or substantiations of sexual abuse/neglect that do not include sex trafficking as a descriptor, including sexual exploitation, are ineligible for reimbursement. County agencies must ensure all required case documentation is complete in eWiSACWIS to receive reimbursement.

2025 Appendix V – Youth Aids

Community Youth and Family Aids Program Scope of Services

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

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

1. Definitions

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

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

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

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

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

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

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

2. Provision of Services and Programs

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

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

2025 Appendix V – Youth Aids

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

3. Allowable Use of Funds

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

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

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

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

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

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

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

4. Allocations

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

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

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

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

2025 Appendix V – Youth Aids

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

5. Community Supervision Reimbursement

Reimbursement Logistics

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

Reimbursement Schedule

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

6. Records

General Requirements

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

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

eWiSACWIS Case Record

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

Client Records

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

Access to Records

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

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

2025 Appendix V – Youth Aids

7. Audits and Reviews

The department may at any time audit all County records relating to the administration of juvenile delinquency related services and may at any time conduct administrative reviews of County departments under ss. 46.215, 46.22 and 46.23, Wis. Stats. If the department conducts such audit or administrative review in a County, the department shall furnish a copy of the audit or administrative review report to the chairperson of the County board of supervisors and the County clerk in a County with a single County department or to the County boards of supervisors and the County clerks in counties with a multicounty department, and to the director of the County department under s. 46.21, 46.211.1, r 46.23, Wis. Stats.

8. AODA

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

In Process

Department of Children and Families

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

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

I. Additional Funds issued for the Purpose and Service of providing Targeted Safety Support Funds:

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

For expenses incurred in the implementation of Targeted Safety Support Funds in accordance with Department guidelines. In addition, these expenses must comply with federal spending requirements.

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

II. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

These funds may be used for all approved purposes as specified in the Targeted Safety Support Funding Guide and may be earned without regard to other funding sources. These funds cannot be used to supplant other available funding.

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

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

These additional funds and the clients served by them must be reported to the Department on SPARC Line 3645A, Line 3645B, Line 3645C and Line 3645D. A match of 9.89% will be calculated and allocated to 9645/9645D; agencies will be reimbursed at a 90.11% rate.

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

The County will submit a report to the Department describing the services actually provided using the funds in this appendix, achievement of anticipated outcomes and number of children and families served with TSSF. Reporting requirements are outlined in the Targeted Safety Support Funding Guide.

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3. Bureau: AO
4. Contract Start Date: 01/01/2026
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7. Internal/External: External
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<p>Justine Girard justine.girard@wisconsin.gov Southern Area Section Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/15/2021 2:51:32 PM ID: d78c1c5f-ca92-4b8f-97dd-a8a33aa9ad40</p>	COPIED	Sent: 3/16/2026 8:14:43 AM
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<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>	In Process	
<p>Megan Doll megan.doll@wisconsin.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/5/2026 2:21:14 PM ID: 4fb96df8-9a0f-4d71-bdc9-474b080ea0ea</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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How to contact State of WI:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dcfcontracting@wisconsin.gov

To advise State of WI of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dcfcontracting@wisconsin.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to dcfcontracting@wisconsin.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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®, 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

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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