

RESOLUTION NO. 2019-68

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE OFFICE OF CHILD SUPPORT TO ENTER INTO A CONTRACT WITH THE WISCONSIN DEPARTMENT OF CHILDREN AND FAMILIES (DCF) TO OPERATE THE FIVE COUNTY DEMONSTRATION PROJECT IN RACINE COUNTY BETWEEN JULY 1, 2019 AND DECEMBER 31, 2020 AND AUTHORIZING THE TRANSFER OF \$240,000.00 WITHIN THE CHILD SUPPORT – GRANTS 2019 BUDGET

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds as set forth in Exhibit "A," that is attached hereto, within the Child Support – Grants 2019 Budget is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that an eighteen (18) month agreement with the Wisconsin Department of Children and Families (DCF) for the five county demonstration project in Racine County as set forth in Exhibit "B" which is attached hereto is authorized and approved subject to any changes deemed necessary and appropriate by the Corporation Counsel; and

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Robert N. Miller, Chairman

Adopted _____

For _____

Against _____

Absent _____

Brett A. Nielsen, Vice-Chairman

VOTE REQUIRED: 2/3 M.E.

Q.A. Shakoor, II, Secretary

Prepared by: Corporation Counsel

Janet Bernberg

John A. Wisch

Mike Dawson

Thomas Pringle

The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

3 **INFORMATION ONLY**

4
5 **WHEREAS**, in 2012, the federal Office of Child Support Enforcement (OCSE)
6 selected Wisconsin, along with seven other states, to participate in the five-year Child
7 Support Noncustodial Parent Demonstration Project (CSPED), designed to examine
8 and pilot experimental programs that offer non-custodial parents enhanced services,
9 including case management, employment-related services, and fatherhood and
10 parenting activities; and

11
12 **WHEREAS**, CSPED operated successful pilot projects in Brown and Kenosha
13 Counties; and

14
15 **WHEREAS**, in June 2019, the Bureau of Child Support (BCS) selected the
16 Racine County Office of Child Support Services (CSS), along with child support
17 agencies in Marathon and Wood Counties, to expand the project as part of the Five
18 County Demonstration Project; and

19
20 **WHEREAS**, the project will be implemented in Racine County through March
21 2024, and Racine County will receive waiver funding to operate the project, including
22 \$240,000 between July 1, 2019, and December 31, 2020; and

23
24 **WHEREAS**, the project will operate in the five Wisconsin counties under the
25 name ELEVATE, which stands for Empowering Lives through Education, Vocational
26 Assessment, Training and Employment; and

27
28 **WHEREAS**, CSS will start referring participants to ELEVATE at the beginning of
29 January 2020; and

30
31 **WHEREAS**, BCS has set a goal of 425 participants to be served in Racine
32 County through the course of the project; and

33
34 **WHEREAS**, in Racine County, ELEVATE will be a collaboration between CSS
35 and Racine County Workforce Solutions, along with many other partners in the
36 community; and

37
38 **WHEREAS**, the goal is to increase compliance with child support orders, and to
39 increase noncustodial parent participation in the workforce; and

40
41 **WHEREAS**, the Office of Child Support also hopes to shift the focus of the child
42 support program for ELEVATE participants, from one of traditional judicial enforcement,
43 to a more supportive and engaging approach to noncustodial parents, with the hope to
44 increase noncustodial parental involvement in the lives of their children, and improve
45 family, social and economic well-being.



WISCONSIN DEPARTMENT OF CHILDREN AND FAMILIES

201 E. Washington Ave. - PO Box 8916
Madison, WI 53708-8916

Governor Tony Evers
Secretary Emilie Amundson

INTER-GOVERNMENTAL CONTRACT AGREEMENT

by and between

Wisconsin Department of Children and Families

and

Racine County CSA

CONTRACT NO

437001-119-0001344-000-04

CFDA NO

93.563 Child Support Enforcement Program Revenue
[Additional Federal Award Information](#)

COMMODITY OR SERVICE DESCRIPTION

This project will operate in five counties and aims to provide noncustodial parents (NCPs) with intensive case management and employment-related services to aid them in obtaining, maintaining, and improving their employment as a means to improve compliance with child support orders.

In Process

CONTRACT TERM

07/01/2019 – 12/31/2020

CONTRACT ADMINISTRATOR

David Dies – (608) 422-6206
david2.dies@wisconsin.gov

CONTRACT BILLING AND PAYMENT TERMS

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

CONTACT INFORMATION

Racine County CSA

Authorized Signatory

Jonathan Delagrave

rcexecutive@racinecounty.com

Address

760 Wisconsin Avenue

Racine WI 53403

Phone

(262) 363-3273

CC

Michael Lanzdorf

michael.lanzdorf@racinecounty.com

Jeff Leggett

jeff.leggett@racinecounty.com

DUNS

038981510

Funding Information for Grants managed thru SPARC:

Contractor: Racine County CSA			STAR Supplier ID: 0000071943
Commodity or Service Description	SPARC Contract Code Number	SPARC Class Code Number	Award Amount
Five County Demonstration Project	7702B		\$240,000.00
Other		28	Reporting Only
Subcontractors		42	Reporting Only
Personnel		50	Reporting Only
Administration Overhead		69	Reporting Only
TOTAL PROJECT AMOUNT			\$240,000.00

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

****If TANF funded, refer to section Billing and Payment Terms 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

Jonathan DeLegrave
Racine County Executive

Date

DocuSigned by:
Connie Chesnik
3028684DC1E24CE...

9/2/2019 | 10:36:36 PM CDT

Division Administrator Connie Chesnik
Wisconsin Department of Children and Families

Date

DocuSigned by:
J. J. Pertl
B4293924AA0B47A...

9/9/2019 | 1:00:28 PM CDT

Deputy Secretary Jeff Pertl
Wisconsin Department of Children and Families

Date

CONTRACT

I. PARTIES TO THE CONTRACT

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

II. DEFINITIONS

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

Contract Amendment. A change made to a Contract by adding, subtracting or substituting terms and/or conditions. An amendment may or may not require the signature of both parties or their designees, as outlined in Section IV, below.

Contract 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).

III. TERM OF CONTRACT

Contract term is 07/01/2019 through 12/31/2020.

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

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

V. SUBCONTRACTS

A. **Procurement of Subcontracts**

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

B. County Responsibility

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

C. Minority Business Subcontractors

The Wisconsin Department of Children and Families is committed to the promotion of minority businesses in the State’s purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

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

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**.

VII. BILLING AND PAYMENT TERMS

Claims for reimbursement must be submitted monthly by the 23rd day of the month. Reimbursement for services will be paid quarterly.

A. Payment Terms

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

1. Allowable Costs

The Department will make payments for costs that are consistent with the [DCF Allowable Cost Policy Manual](#) and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 200. 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 expenses entered into SPARC must be saved on or before the 23rd day of the month following the month for which reimbursement is being claimed. The Department will issue the reimbursement using direct deposit quarterly, subject to reduction, recovery and reimbursement as provided in this Agreement. Late or revised expenses will be processed in the next quarter’s payment cycle.

If the 23rd day of the month and/or the last day of the month fall on a non-business day (per the State of Wisconsin calendar), the expenses due date and/or reimbursement date become the next business day.

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

3. Reimbursement

For all claims submitted timely, the Department will promptly issue the reimbursement by direct deposit on a 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, complete the ACH Set-Up form [DOA-6456: STAR Authorization for Electronic Deposits](#). Sign and submit the form along with a voided check, deposit ticket or bank letter to DCFSupplier@wi.gov.

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

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

4. Final Submission

The Provider shall report all expenses for reimbursement under this Agreement to the Department within ninety (90) days of the end of the Contract period, unless a different date is mutually agreed upon by the provider and the Department as specified. Expenses incurred within the Agreement period and reported later than ninety (90) days will not be recognized, allowed or reimbursed under the terms of this Agreement, unless a different date is mutually agreed upon by the provider and the Department as specified. If allowable under Federal law, the Department will not unreasonably withhold approval for expenditures eligible for Federal financial participation.

5. Additional Claims Related to the Single Audit

Claims for allowable costs (expenses) not reported within ninety (90) 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. PRIVACY AND CONFIDENTIAL INFORMATION

A. Records

All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy.

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

B. Confidentiality

Except as otherwise authorized by law, the County may not disclose confidential information for any purpose other than purposes associated with the administration of services under this Contract.

"*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DCF or by a third party), that satisfy at least one of the following criteria:

1. "*Personally Identifiable Information*" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic. Such information shall be limited to the information that DCF provides to the county or the county otherwise acquires from or on behalf of DCF for the purpose of county's use of such information in the performance of its Services.
2. "*Individually Identifiable Health Information*" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or

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

C. Breach of Confidentiality

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

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

IX. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

A. Records

The County shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The County shall retain records in a secure environment for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

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

B. IT Equipment and Property

The County may purchase and install IT equipment in accordance with the Department's policies and procedures. The County shall be responsible for inventory, maintenance, replacement, and security of all purchased equipment.

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

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

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

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

C. Information Technology

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

The County will provide for information technology security in accordance with the Department's policies and procedures.

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 Functional Agency Security Liaisons (FASL) or 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 or Functional Agency Security Liaison (FASL) and County Security Officer or Backup County Security Officer, as appropriate, before State security staff process the request.

D. Access to State Automated Systems by Subcontractors or Others

Contract provisions that apply to County staff also apply to Subcontractors and other staff authorized by the County to carry out Contract responsibilities. In the event that Subcontractors or other individuals request access to the State's automated systems, 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 access for Subcontractors or other authorized staff, the County will prepare and submit to the Department properly executed data sharing agreements or other appropriate confidentiality agreements as defined by the Department. 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.

X. 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 ninety (90) days of the expiration of the Contract period. Documentation to support all claimed expenditures shall be supplied to the Department upon request. The County shall retain the reconciliation documentation in accordance with record retention requirements.

E. Accounting Period

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

F. Cost Allocation Plan

The Contractor shall submit an electronic copy of their Cost Allocation Plan in the SPARC online portal within thirty (30) days of signing the Contract. The Contractor shall resubmit the plan when material updates are made to the plan. The plan must be reasonable and documented in writing in a Contractor-wide cost allocation plan. Contractor 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 policies under 2 CFR 200 and 45 CFR 75.

G. Federal Indirect Cost Rate Agreement

The Contractor shall submit an electronic copy of their Federal Indirect Cost Rate Agreement in the SPARC online portal within thirty (30) days of signing the Contract. The Contractor 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 policies under 2 CFR 200 and 45 CFR 75.

XI. AUDITING REQUIREMENTS

In Process

A. Requirement to Have an Audit

Unless waived by DCF, the County shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34(4)(c), Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract. In addition, the County is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received:

- OMB Federal Awards Requirements, [2 CFR Part 200 – Requirements for Pass-through Entities](#) and [2 CFR Part 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. Single Audit Reporting package

The County shall separately submit to DCF and to DHS a single audit reporting package which includes the following:

1. All financial statements and other audit schedules and reports required for the type of audit applicable to the County.
2. A summary schedule of prior year findings and the status of addressing these findings.

3. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
4. The management responses/corrective action plan for each audit issue identified in the audit.

D. Close-out 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. The County shall ensure that its auditor contacts DCF prior to beginning the audit. DCF, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the County and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DCF, is the responsibility of the County.
3. 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.
4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

E. Submitting the Reporting Package to DCF

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

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

DCFAuditors@wisconsin.gov
Telephone: (608) 422-6378

F. 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.

G. 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.

H. 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.

XII. 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 subrecipient performance monitoring is 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
- Customer satisfaction and quality of services provided.
- Sub-recipient monitoring requirements per [45 CFR Part 75](#)

The Department may also monitor customer complaints regarding the operation of the program by the County. The County shall provide the Department with access to all customer records upon request, including the results of County administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) days advance notice to the County, or at an earlier date upon mutual agreement. On-site visits based on emergent issues may be conducted by the Department as needed, without advanced notice from the Department.

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

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

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

B. Financial and Program Compliance Reviews

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

1. Cooperation with Compliance Review

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

2. Compliance Review Report

Upon completion of the compliance review, the Department shall provide the County with a resultant management letter and report which identifies any issues of non-compliance and recommendations for program improvement. The review report will be issued by the Department within sixty (60) calendar days of all information needed from the County being received by the Department. The review report will identify any actions necessary by the County to achieve compliance with requirements and program performance standards, including itemizing any disallowances as appropriate. The Department will make available to the County any additional supporting documentation upon request.

3. County Response

The County shall respond to the review report to specify actions that will be taken by the County to address findings and recommendations in the review report. The County shall respond within thirty (30) days, but may request an extension of up to thirty (30) additional days with the due date determined by mutual agreement. The Department may require that review findings and recommendations be addressed through corrective action, up to and including termination of the contract for cause.

4. Technical Assistance

The County may identify technical assistance needs to address the actions specified in the review report. The Department may assist the County in making arrangements for technical assistance, if such assistance is warranted.

5. Dispute Resolution

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

C. Corrective Action

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

D. Notice to DCF

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

XIII. 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 cannot be resolved by the Regional Office, County may ask for review by the Administrator of the Division in which the agreement originates, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.
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.

XIV. STATE AND FEDERAL RULES AND REGULATIONS

A. Applicable Laws

All parties shall comply with all Federal and State laws, rules and regulations and with Policies and Procedures relating to the provision of services under this Contract.

B. 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. (Appendix A)

2. Lobbying Certification

In conformance with Federal law, the authorized County representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form or the Disclosure of Lobbying Activities. (Appendix B).

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 2, 2018 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, 2018.

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, 2018 – December 31, 2021. 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>

In Process

Contract Appendix A:
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

Racine County CSA
Contractor Name

038981510
DUNS #

Jonathan DeLegrave
Racine County Executive

Date

Contract Appendix B:
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.

Racine County CSA

Contractor Name

038981510

DUNS #

Jonathan DeLegrave
Racine 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

Authorized for Local Reproduction
Standard Form - LLL-A

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

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

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

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

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

Contract Appendix C:

MINORITY BUSINESS PARTICIPATION REPORT

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

Return via FAX to:

OR

Return via e-mail to:

Report Date	Contract / Purchase Order #	Time Period Covered by Report <input type="checkbox"/> Monthly: _____ through _____ <input type="checkbox"/> Quarterly: <input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4
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Project Name / Contract Title	
Prime Vendor / County Name	DUNS

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

If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation. If you have questions, please call DCF Procurement Staff, 608-422-6374 or 608-422-6363

I certify that the information contained on this report is true and correct.
I also certify that I am an authorized representative of the above-identified Prime Vendor / County.

(Prime Vendor/County Authorized Representative Name)

(Title)



201 East Washington Avenue, Room A200
P.O. Box 8916

Governor Tony Evers
Secretary Emilie Amundson
Division of Management Services

November 1, 2018

Dear SPARC Agency Contract Signatory:

The Wisconsin Department of Children and Families (DCF) plans to implement a new online feature of the System for Payment and Reporting of Contracts (SPARC). Starting January 1, 2019, SPARC agencies will be expected to use SPARC's online portal screens to upload the following document types:

In Process

- 1) Agency Cost Allocation Plan
- 2) Agency Indirect Cost Rate Agreement
- 3) Agency documentation to support SPARC expenditures (when sampled)

Your contract includes updated language about DCF's expectations and an email will be sent to all SPARC users with detailed instructions on how to use the new SPARC portal screens.

If you have any questions or concerns, please contact us at: DCFFinanceGrants@wisconsin.gov

Sincerely,

Wisconsin Department of Children and Families, Bureau of Finance

www.dcf.wisconsin.gov

PLEASE NOTE: Effective 01/01/2019, there are changes to the “Cost Allocation Plan” language under the “Accounting Requirements” section of the contract. Additionally, the “Cost Sharing Allocation Plan”, also under the “Accounting Requirements” section, is replaced with “Federal Indirect Cost Rate Agreement”.

OLD Language

Cost Allocation Plan

The Contractor shall submit a copy of their cost allocation plan to the DCF Program Administrator within thirty (30) days of signing the Contract. The plan must be reasonable, documented in writing in a Contractor-wide cost allocation plan and a Contractor-wide indirect cost allocation plan. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

Cost Sharing Allocation Plan

All property, equipment, software, or services used by multiple programs or for multiple purposes is subject to cost allocation procedures. The Contractor will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software, or other services, including staffing services, are used for any purpose other than program administration.

NEW Language

In Process

Cost Allocation Plan

The Contractor shall submit an electronic copy of their Cost Allocation Plan in the SPARC online portal within thirty (30) days of signing the Contract. The Contractor shall resubmit the plan when material updates are made to the plan. The plan must be reasonable and documented in writing in a Contractor-wide cost allocation plan. Contractor 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 policies under 2 CFR 200 and 45 CFR 75.

Federal Indirect Cost Rate Agreement

The Contractor shall submit an electronic copy of their Federal Indirect Cost Rate Agreement in the SPARC online portal within thirty (30) days of signing the Contract. The Contractor 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 policies under 2 CFR 200 and 45 CFR 75.

Exhibit 1
SCOPE OF SERVICES

OVERVIEW

This Scope of Services outlines the Child Support Agency's (CSA's) responsibilities in implementing the Five County Demonstration Project (FCDP), a demonstration project intended for learning from and further developing an experimental model for a child-support led program to provide employment services to noncustodial parents (NCPs).

The goals of FCDP are as follows:

- **Underlying goal**: Increase NCP compliance with child support orders.
- **Strategic goal**: Increase NCP participation in the workforce.
- **Operational goal**: Shift CSA and BCS culture from traditionally enforcement-focused to a more supportive and engaging approach to NCPs.
- **Social goal**: Increase NCP engagement in the lives of their children as a means to increase family social and economic well-being.

FCDP as described in this Scope of Services is based on program operations as of July 2019. The Bureau of Child Support (BCS) may update this Scope of Services as program operations develop throughout the planning and implementation of the demonstration. The Wisconsin State Statutes, Department of Children and Families (Department) Administrative Rules, and program policies and procedures may change over time. The Department will communicate any changes to the FCDP Scope of Services to the five participating CSAs.

I. Delivery of Core Program Components

CSAs will ensure delivery of the core components of FCDP to all participants, either through direct provision by CSA staff, via Purchase of Service Agreements with third party for service delivery, or a combination thereof. Staff will ensure that all participants are entered into the requisite participant and data tracking and management systems.

A. Enhanced Case Management

The CSA will ensure staff oversight of FCDP case management. At a minimum, each NCP will have one-on-one contact with FCDP-assigned staff for needs assessment, domestic/family violence screening, referrals to or assistance in obtaining services, and monitoring of participant progress. Staff will also provide an overview of participant expectations and responsibilities while participating in the program.

The CSA will ensure the provision of the following, either directly or via referral:

1. Enhanced Child Support Services

- a. At a minimum, staff will conduct a desk review of the participant's child support order, assess and suspend (as appropriate) administrative and

judicial enforcement procedures while the NCP participant is active in FCDP, and assess the NCP participant's child support orders for expedited review and adjust.

- b. As warranted, participants will receive additional enhanced child support services. Such services may include modifying orders if appropriate, stipulating for payment on arrears, lifting driver's license suspension upon enrollment and assisting with reinstatement fees, monitoring and offering incentivized eligibility for state debt reduction tracking based on participation, etc.

2. Employment Services

- a. At a minimum, a one-on-one assessment of NCP employment circumstances and needs will be completed, which will include ascertaining readiness for work and the need for work supports.
- b. Employment services to be provided may include but are not limited to, resume writing assistance, job search assistance, job readiness training, job placement services, job retention services, rapid re-employment services, education, and work supports.
- c. The CSA will track services provided including modality (one-on-one, group setting, online), duration, and, in the case that the service is provided by a third party, who is providing the service. The CSA will also track referrals to additional community resources and, to the extent possible, the take-up rate of those referrals. Data will be tracked via a BCS-approved case management system.

3. Parenting Education and Services

Each CSA will identify parenting education and resources available in their community and refer participants to those services and resources. If resources are not available, the CSA will work with BCS to incorporate existing resources and articulate a plan for developing or acquiring additional parenting education and services.

- a. At a minimum, the CSA will assess NCP participants' parenting needs and interests. This may include needs and interests related, but not limited to, parenting skills, mediation, co-parenting skills, domestic/family violence, access and visitation, anger and stress management, financial management, and communication skills.
- b. NCP participants will be referred to parenting education and services, which may include but will not be limited to personal development; responsible parenting, co-parenting, and fatherhood; parenting skills; relationship skills; and domestic/family violence awareness, prevention, and resources.

- c. The CSA will establish and maintain communication with the parenting services provider to ensure monitoring and documentation of participation and to address questions and needs related to child support.

II. Participation in FCDP Peer Learning Community

Given the experimental nature of FCDP, participating CSAs are expected to implement the core components of the project as well as contribute to the continued development of policies and procedures as collective experience with the model is gained. Communication and coordination will be expected in order to capture, document, and incorporate the lessons learned and best practices developed throughout the demonstration period.

In order to facilitate this, CSA representatives and, as necessary, representatives of partner agencies, will participate in routine meetings (in-person and virtual) and share information with BCS and other FCDP CSAs in the interest of learning from, contributing to, disseminating information on, and supporting the project's implementation.

A. Regular Meetings, Conference Calls, and Site Visits

1. CSAs will be expected to participate in regular in-person and virtual meetings for routine communication, sharing of best practices/lessons learned, and reporting. Training on domestic/family violence and awareness is required.
2. CSAs will be expected to coordinate with BCS for regular site visits by the Department and other relevant visitors to their agency, at a minimum of once per year.

B. Periodic Presentations and Opportunities for Sharing Project Progress

1. As opportunities allow, CSAs and partner agencies will give presentations on FCDP to their FCDP peer agencies, non-FCDP CSAs, state staff, and others. This may include presentations at state and national conferences, Directors Dialogue, and routine meetings and conference calls. Presentation may cover components of the project including the implementation process, outcomes, lessons learned, and other related topics.

C. Training

1. CSA staff and representatives from partner agencies will be provided with training opportunities in order to prepare them for implementation of the core project components. Full participation in training is expected, to the extent possible.
2. CSA staff and representatives will be encouraged to complete additional trainings offered via state training resources (e.g., the Partner Training Team). Due

diligence to complete recommended and relevant trainings by CSA and partner agency representatives is expected, to the extent possible.

3. CSAs will document training participation, both name of attendees and training received, for use in project monitoring and evaluation.

III. Data Reporting and Evaluation

CSAs shall follow designated processes for collecting and reporting on project metrics. CSAs will respond to and fulfill Department data requests.

A. Office of Child Support Enforcement (OCSE) Semi-Annual Reporting

1. CSAs will provide data and input needed for quarterly and semi-annual reporting required by OCSE for compliance with the FCDP Section 1115 waiver terms and conditions.

B. Evaluation

1. CSAs will collect and provide data required for the evaluation of FCDP, to be designed and conducted by the Institute for Research on Poverty (IRP). Specifics on data to be collected will be provided formally in writing by IRP. Data provision and evaluation support may include ensuring completion of a baseline and follow-up survey; tracking of services and referrals provided; providing documentation of project implementation; and participating in and facilitating focus groups with staff, participants, and custodial parents.

IV. Performance Monitoring

CSAs will be monitored according to the Department's approved FCDP Performance Monitoring Plan (attached and subject to update effective January 1, 2020). CSAs will be expected to actively work towards meeting additional objectives as follows.

A. Recruitment and Enrollment

1. CSAs will work collectively with the other FCDP CSAs and BCS to recruit and enroll NCP participants to meet recruitment goals as outlined in the FCDP Section 1115 waiver request, FCDP Performance Monitoring Plan, and IRP research design. CSAs will monitor and report progress towards annual and project enrollment goals.

V. Purchase of Service Agreements

As necessary, CSA may enter into agreements or subcontracts with community partners to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to ensure the quality of such services. The determination that the amounts are reasonable and necessary must be fully documented in the IV-D CSA records.

Copies of Purchase of Service Agreements or subcontracts or other inter-county agreements to provide services under this contract must be submitted to BCS within 30 days after the agreement is signed by the parties.

The CSA must also assure that any subcontracts and/or service agreements with other community partners allow for data collection and the collection of other information that may be required as a component of the project evaluation.

All parties delivering FCDP services via Purchase of Service Agreements must meet relevant background check and fingerprinting requirements established under IRS Publication 1075.

VI. Data Sharing, Confidentiality, and Media

A. Data Sharing Agreements

Each CSA agrees to enter into one or more Data Sharing Agreements with DFES for access to the KIDS and WWP systems pursuant to fulfilling work under this agreement. Separate Data Sharing Agreements are required to meet new laws and DCF policies related to the access of confidential client information. Each CSA further agrees to enter into identical Data Sharing Agreements with any subcontractor engaged in work under this agreement. Subcontractor Data Sharing Agreements shall have an expiration date consistent with the end date of the subcontract.

DCF will provide access to all information systems necessary to complete assigned work. Systems include, but are not limited to: KIDS and WWP. Access will be furnished within 30 days of the request.

B. Photo Releases

CSAs are responsible for ensuring a photo release agreement is obtained from any participant captured in photos that may be published or utilized to represent the CSA or FCDP.

C. Media and Social Media

CSAs and subcontractors must obtain written permission prior to contributing to any media or social media representing FCDP.

Exhibit 2
BUDGET

TOTAL GRANT BUDGET

Child Support Agency	Jul 1, 2019 – Dec 31, 2020
Racine	\$240,000

In Process

**Exhibit 3:
FCDP Performance Monitoring Plan
July 1, 2019 – December 31, 2019**

Performance Goal 1: CSA is an active partner in the FCDP Peer Learning Community.						
Objective	Performance Metric	Monitoring Activity	Monitoring Content	Frequency	Conducted by	Follow up Mechanism
CSA is an active participant in FCDP meetings and trainings.	<i>CSA designee attends all scheduled FCDP meetings.</i>	<i>Attendance count</i>	<i>Presence/absence at each meeting.</i>	<i>Monthly</i>	<i>Contract Administrator</i>	<i>On agenda for monthly FCDP calls/meetings</i>
	<i>CSA designee attends all required trainings.</i>	<i>Review of CSA Report/Partner Training Team Report (PTT)</i>	<i>CSA self-reports attendance at trainings (specifying who attended, the topic of the training); PTT provides documentation of CSA designee attending trainings.</i>	<i>Monthly</i>	<i>Contract Administrator</i>	<i>On agenda for monthly FCDP calls/meetings</i>

Performance Goal 2: CSA participates in planning and implementation of FCDP.						
Objective	Performance Metric	Monitoring Activity	Monitoring Content	Frequency	Conducted by	Follow up Mechanism
CSA identifies source (including personnel) for the provision of the four core components of FCDP.	<i>CSA has personnel, contracts, and protocols in place by December 31, 2019</i>	<i>Monthly review of progress</i>	<i>Presentation of a county Implementation Plan</i>	<i>Monthly</i>	<i>Contract Administrator</i>	<i>Development of plan components to be incorporated into monthly calls/meetings</i>

EXHIBIT 4

<p style="text-align: center;">DATA SHARING AGREEMENT BETWEEN THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF) AND RACINE COUNTY OFFICE OF CHILD SUPPORT SERVICES UPDATED [August 23, 2019]</p>
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I. PARTIES TO AGREEMENT

The parties to this agreement are the Department of Children and Families (DCF) (hereinafter referred to as the source agency) and Racine County Office of Child Support Services. (hereinafter referred to as the recipient agency). DCF is the state agency responsible for the oversight and implementation of human service programs across Wisconsin including child welfare, child support, child care subsidies, child care regulation, child care quality and Temporary Assistance for Needy Families (TANF).

The Wisconsin Department of Children and Families, Division of Family and Economic Security, Bureau of Child Support is responsible for overseeing the child support program in Wisconsin. This includes new initiatives such as the Five County Demonstration Project (FCDP), which provides enhanced case management, enhanced child support services, employment services, and parenting education and services to non-custodial parents (NCPs) in five Wisconsin counties.

Racine County Office of Child Support Services operates the child support program in Racine County and has been selected as one of five counties that will implement FCDP during the demonstration period as defined under the related Section 1115 waiver.

II. PURPOSE OF EXCHANGE AGREEMENT

The purpose of this agreement is to address the policies, security and confidentiality issues, extraordinary costs, and processes to facilitate sharing FCDP data and information between the parties, including:

- Personally Identifiable Information (PII)
- Individually Identifiable Health Information
- Federal Tax Information (FTI)
- Social Security Administration (SSA) Information
- Unemployment Compensation (UC) Information
- Protected/Confidential Classifications (Physical Health, Mental Health, Disabilities and Impairments, Alcohol and Substance Abuse, and Domestic Abuse)
- Other Privileged and/or Confidential Information

This agreement allows designated staff of the recipient agency to be provided with FCDP data

and information maintained by the source agency. Access to the data and information shall be arranged by the data steward identified in Article XIII. Access to data and information is permitted only for legitimate operations under this agreement, as defined under Article III.

This agreement requires compliance by the parties with all state and federal laws, administrative codes and regulations, specifically, compliance with the National Institute of Standards and Technology (NIST) special publications, under their current revisions 800-53 (Rev. 4) - Minimum Security Controls (Moderate-Impact Baseline). Legal emphasis includes, but is not limited to, Chapter 49 and 767 Wis. Stats, Title 45 Public Welfare, Federal Code of Regulations, Title IV-D of the Social Security Act, and related administrative memos and handbooks, including the Bureau of Child Support Operations Memos and the Five County Demonstration Project Policies and Procedures Manual.

III. SCOPE OF AGREEMENT

This agreement allows the source agency to share information with the recipient agency for the purpose(s) of:

1. Determining FCDP eligibility at application and reviews;
2. Documenting case management services;
3. Collecting screening and assessment information;
4. Making referrals to other agencies and organizations;
5. Tracking employment and referral take-up; and
6. Viewing Child Support information.

This agreement allows the source agency to provide information on FCDP participants, and involved with Child Support, as well as their households and assistance groups, and benefits related to these programs. The source agency approves the use of data for the purpose(s) and programs referenced above.

The information provided by the source agency may contain personal identifying information. The personal identifying information may be used for purposes of matching individual-specific data consistent with the purpose(s) stated above. The recipient agency is not authorized to release individual personal information or to contact individuals using the personal identifying information without the prior written approval of the source agency.

The specific data systems that the source agency will allow the recipient agency to access is described in Article XIV to the agreement.

IV. REQUIREMENTS TO RECEIVE INFORMATION

All requests by the recipient agency for information or access to information systems and data bases shall be coordinated through the DCF Data Steward(s) (See Article XIII) These personnel shall respond in a timely manner to requests for information or access to information systems and databases.

If specific requests by the recipient agency for information are denied or only partially granted by the source agency, the source agency shall provide an explanation of the reasons for the denial or limitation.

The recipient agency agrees to make all staff with access to data and information under this agreement aware of the contents of this agreement, state and federal confidentiality requirements, and the consequences of violating those confidentiality requirements.

The recipient agency agrees to store information received under this agreement in a secure manner in accordance with NIST special publications 800-53 (Rev. 4) - Minimum Security Controls (Moderate-Impact Baseline), limiting access to information only to the staff granted access by the recipient agency's data steward identified in Article XIII. For online access to information, the recipient agency agrees to implement internal controls to prevent unauthorized access to the information system or data as authorized by this agreement.

The recipient agency agrees to permit authorized personnel of the source agency to make on-site inspections to ensure adherence to requirements of this agreement.

V. CONFIDENTIALITY: SECURITY DUTIES AND OBLIGATIONS AND LEGAL DISCLOSURE REQUIREMENTS

The recipient agency agrees to comply with all applicable state and federal laws, regulations, administrative memos and handbooks pertaining to the confidentiality of information, including but not limited to FCDP and Child Support information. The recipient agency is responsible for complying with all changes in confidentiality requirements that take place after the Agreement is in place.

The recipient agency agrees to comply with the following measures and those referenced in Article XIV, to protect the confidentiality of any information provided under this Agreement and to protect such information against unauthorized access or disclosure, and specifically agrees that [it will]:

- A. Information subject to this agreement to the extent necessary to assist in the purposes in Article III and only disclose such information for the purposes defined in this Agreement;
- B. Store all data, including access passwords or login information, in a place electronically and physically secure from access by unauthorized persons. Data storage shall be in compliance with the NIST special publications, under their current revisions;
- C. Only store any digital copies of the information received from the source agency on Racine County Office of Child Support Services's managed systems (including backup images or replicas), and shall not at any time utilize 3rd party, outside vendor, or cloud-based service providers for storage or transfer of Information received from the source agency;
- D. Use the data only for purposes authorized by law and this Agreement;
- E. Not disclose data without prior written authorization from source agency;
- F. Store and process the data in an electronic formation in a way that is secure from access

- by unauthorized persons;
- G. Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored;
 - H. Make the data accessible only to those staff of the recipient agency who require the data in the official performance of the job duties and for the specific purposes stated in this Agreement;
 - I. Instruct all persons with access to the data on the confidentiality requirement of the Agreement, and the sanctions for unauthorized disclosure of information;
 - J. Maintain a system sufficient to allow a complete and efficient audit of compliance within these safeguard provisions and the other requirements of this Agreement, including complete records of all use and disclosure and limitations on such use and disclosure, and allow random audits by the source agency;
 - K. Apply requirements regarding confidentiality of information as set forth in applicable state statutes, administrative rules, employee handbooks, and policy manuals equally to information obtained pursuant to this Agreement;
 - L. Prohibit the storage or transport of the data by means of unprotected media, such as (but not limited to) unencrypted laptop computers, tablets, iPads, mobile phone or Blackberry devices, unencrypted flash drives, unencrypted CD-ROMs, floppy disks, or the equivalent of these items;
 - M. Personnel with online access shall access information using only their personally assigned user IDs. Sharing of IDs is prohibited;
 - N. The recipient agency shall notify the source agency as soon as practicable, but shall not exceed two (2) business days, if personnel with on-line access leave employment or change job functions so that user IDs can be promptly deleted.

The obligations of confidentiality assumed by the recipient agency pursuant to this Agreement shall not apply to the extent that the recipient agency can demonstrate that such information:

- A. Is part of the public domain without any breach of this Agreement by the recipient agency;
- B. Is or becomes known on a non-confidential basis, through no wrongful act of the recipient agency;
- C. Was known by the recipient agency prior to disclosure hereunder without any obligation to keep it confidential;
- D. Was disclosed to the recipient agency by a third party which, to the best of the recipient agency's knowledge, is not required to maintain its confidentiality;
- E. Was independently developed by the recipient agency; or
- F. Was the subject of a written agreement whereby the source agency consents to the disclosure of such confidential information by the recipient agency on a non-confidential basis.

If the recipient agency or any of its representatives shall be under a legal obligation, in any administrative, regulatory or judicial circumstance, to disclose any Confidential Information, the recipient agency shall give DCF prompt notice thereof (unless it has a legal obligation to the contrary) so that DCF may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, the recipient agency or its representative shall furnish only

that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

VI. DUTIES WITH RESPECT TO BREACH: UNAUTHORIZED USE, DISCLOSURE OR LOSS, INDEMNIFICATION AND EQUITABLE RELIEF

If the recipient agency becomes aware of any threatened or actual use or disclosure of any data or information that is not specifically authorized by this Agreement, or if any data or information is lost or cannot be accounted for, the recipient agency shall notify the source agency as soon as practicable, but shall not exceed 1 (one) business day from the time that the recipient agency becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the recipient agency's knowledge at that time, the persons affected and the data or information disclosed.

The recipient agency will take the following steps with concurrence from the source agency:

- A. The recipient agency shall take immediate steps to mitigate any harmful effects of any unauthorized use, disclosure, or loss. The recipient agency shall reasonably cooperate with the source agency's efforts to seek appropriate injunctive relief or otherwise prevent or curtail any threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable corrective action plan;
- B. The recipient agency shall notify the affected individuals by mail or by a method previously used by the source agency to communicate with the individual. If the recipient agency cannot with reasonable diligence determine the mailing address of the affected individual and the source agency has not previously communicated with that individual, the recipient agency shall provide notice by a method reasonably calculated to provide actual notice;
- C. The recipient agency shall notify consumer reporting agencies of the unauthorized release;
- D. The recipient agency shall offer credit monitoring and identity theft insurance to affected individual(s) from a company, and under terms, acceptable to the source agency for one year from the date the individual(s) enroll(s) in credit monitoring;
- E. The recipient agency shall provide a customer service telephone line or hotline to receive telephone calls and provide assistance and information to affected individual(s) during hours that meet the needs of the affected individual(s), as established by the source agency;
- F. The recipient agency shall adequately staff customer service telephone lines to assure an actual wait time of less than five (5) minutes for callers.

Pursuant to this Agreement and Wisconsin Statutes sections 893.82 and 895.46(1), in the event of a breach of the Agreement requirements on confidentiality by the recipient agency, the recipient agency shall indemnify and hold harmless the State of Wisconsin, the source agency and its officers, employees or agents from any claims arising from the acts or omissions of the recipient agency, and its employees and agents, including but not limited to the costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, any court costs, expenses, and

reasonable attorney fees, and other costs incurred by source agency for its actual staff time and other costs associated with the source agency's response to the unauthorized use or disclosure constituting the breach.

The recipient agency shall indemnify and hold harmless the State of Wisconsin, DCF and its officers, employees or agents from any data released publicly or retained according to the contract, whether authorized or not.

The recipient agency acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individual(s) whose information is disclosed and to the source agency, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the source agency, on its own behalf or on behalf of the affected individual(s), shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

VII. SHARING INFORMATION WITH THIRD PARTIES

The recipient agency is prohibited from sharing any data or information received from the source agency. If such a requirement or need is foreseen or arises, a written, signed and dated agreement must be in place with the third party vendor prior to any data transfer being made.

The provisions of this agreement apply equally to any third party or vendor that the recipient agency allows to use data and information available under this agreement.

The recipient agency shall provide prior notice to the source agency of intended contractual relationships with third parties or vendors who may have access to data and information under this agreement. The notification shall include the nature of the relationship, the types of information that will be shared and the planned use of the information by the third party or vendor.

The recipient agency is required to have agreements in place with the third party or vendor to ensure that the terms of this information sharing agreement are enforced with the third party or vendor. The source agency reserves the right to approve the contents of such third party or vendor agreements.

The recipient agency is accountable for any violations of this information sharing agreement committed by the vendor or third party. The recipient agency shall ensure that the third party or vendor instructs all employees/providers with access to the information regarding the terms of the information sharing agreement and the confidential nature of FCDP applicants and participants and Child Support.

VIII. PRODUCTS PRODUCED FROM DATA

The recipient agency and its affiliates are authorized to produce reports, documents, and

electronic files using information under this agreement and as allowed by this agreement for any project related to the purpose of this agreement as described in Article III of this agreement.

Reports and electronic files that contain aggregate and summary information, and do not contain personally identifying information, or information from which personal identity can be inferred, created with data provided under this agreement and defined in Article III may be produced for internal use by the recipient agency. Reports and files that contain aggregate and summary information, and do not contain personally identifying information, or information from which personal identity can be inferred, may be produced for public distribution with the prior notification of the source agency. The source agency shall be notified at least ten (10) business days prior to the distribution and have the opportunity for advance review of any news releases, reports or documents, and files produced using information under this agreement. The source agency shall receive a final copy of all reports or documents at least 24 hours prior to the release to the public.

Reports, documents, and electronic files that contain personally identifying information, or information from which personal identity can be inferred, created with data provided under this agreement may be produced for internal use by the recipient agency with the prior approval of the source agency. The specific use and distribution of the reports or files shall be approved by the source agency prior to internal use by the recipient agency and its affiliates. Reports or files with personal identifying information may be produced for public distribution only with prior written approval by the source agency. The source agency shall be notified at least ten (10) business days prior to the distribution and have the opportunity for advance review of any news releases, reports or documents, and files produced using information under this agreement. The source agency shall receive a final copy of all reports and files at least 24 hours prior to the release to the public. The source agency may require the recipient agency to notify individuals or seek individual permission prior to releasing personal identifying information to the public.

The source agency reserves the right to request changes in reports, documents or electronic files produced by the recipient agency if the reports or files inaccurately portray FCDP and related programs services provided by the source agency, or if the reports or files portray an inappropriate level of detail that would compromise the confidentiality of individually identifiable information.

All data files which are comprised of information under this agreement shall be the property of the source agency and the recipient agency cannot claim proprietary rights to nor otherwise restrict public use of the data files, except to maintain the confidentiality of data provided under the terms of this agreement. The recipient agency may copyright reports produced using data under this agreement provided that the source agency shall have a royalty-free, non-exclusive, irrevocable right to publish, reproduce, distribute and use all or any part of said reports in any manner and for any purpose, without limitation, and may authorize others to do the same.

Under the terms of this agreement, the recipient agency is not required to make reports or electronic files available to the public or a third party without an arrangement to recover costs associated with providing such reports or files. The recipient agency may charge for reasonable costs incurred to provide information to third parties pursuant to this agreement.

IX. DESTRUCTION OF RECORDS AND DATA

Unless authorized by DCF to retain data, the recipient agency shall destroy all records and data, regardless of format, no later than 60 days after the completion of the project or end of this Agreement. Only reports that have been specifically approved for public release and that contain aggregate and summary information may be retained by the recipient agency.

All data destruction activities will be verified to the source agency by the recipient agency via a signed, dated and witnessed report. A witness for this action is defined as a second responsible person other than the Senior Information Security Officer (SISO), or similar, position.

X. SUSPENSION OR TERMINATION OF THIS AGREEMENT

Upon 60 (sixty) days written notice, either party may suspend or terminate this agreement without cause.

The source agency may suspend or terminate the agreement immediately for cause under any of the following circumstances:

- A. Use of information provided under this agreement for an unauthorized purpose, as outlined in Article III;
- B. Failure to comply with the requirements for sharing information as outlined in Article IV;
- C. Failure to protect the confidentiality of information or to protect such information against unauthorized access or disclosure as outlined under Articles V and XIV.
- D. Unauthorized use of information under this agreement by third parties or vendors as outlined in Article VII;
- E. Failure to obtain approval to release reports or files and provide copies of such reports or files as outlined in Article VII;
- F. Access to data or information systems in a manner not authorized to receive data or information as outlined in Article XIV.

The termination or suspension of the agreement shall be effective immediately upon notification of the recipient agency. The source agency shall provide a written explanation of the termination or suspension within 30 (thirty) days after the notification to the recipient agency. The recipient agency shall cooperate with the source agency in investigations of individual staff violations and shall take appropriate actions against staff who commit violations of this agreement.

Any suspension of this agreement shall remain in effect until the source agency is satisfied that the recipient agency is in compliance with the terms of the agreement. The source agency may also suspend or terminate the access of individual recipient agency staff to data under this agreement without suspending or terminating the overall agreement.

The penalties under state and federal law for violations of confidentiality requirements pertaining to individually identifiable information may apply to the recipient agency or individual recipient agency staff regardless of actions taken by the source agency to suspend or terminate the agreement. Suspension or termination of the agreement shall not preclude the source agency

from seeking prosecution of individuals or other imposition of penalties on the recipient agency for confidentiality violations as provided under state or federal law.

The confidentiality and disclosure requirements of this agreement survive the termination, for whatever reason, of the agreement itself, subject to applicable state and federal laws.

XI. AMENDMENT OF THIS AGREEMENT

This agreement may be amended at any time by written amendment signed by the coordinators of the source and recipient agencies or their designees. Appendices to the agreement may be amended at any time by written agreement of the information coordinators for the source and recipient agencies.

Each party agrees to give the other party written notice within 30 (thirty) days after becoming aware of any policy, procedure or technology changes which may impact upon the performance of either party under this agreement.

This agreement is subject to federal and state law, codes and regulations, all of which are subject to change. Upon applicable federal or state law or regulation change, this agreement shall be considered immediately modified in accordance with each such change, without notice or written amendment.

This provision for automatic amendment shall not apply where one party provides written notice to the other party within 60 (sixty) days after the effective date of the federal or state law or regulation change that it desires to amend the agreement. Upon giving the required notice, the source and recipient agencies agree to negotiate the effect the particular federal or state law or regulation change will have on this agreement.

If this agreement conflicts with any future specific agreements between the source and recipient agencies, then that other specific agreement shall be the prevailing agreement regarding only those specific parts of any such agreement that conflict with this agreement.

XII. OTHER ISSUES FOR AGREEMENT

The source agency will make the recipient agency aware of changes to administrative data systems that will affect use of information shared and authorized by this agreement.

XIII. SOURCE AGENCY AND RECIPIENT AGENCY STAFF

DCF Data Steward(s):

A DCF Data Steward is an individual designated by DCF to:

1. Coordinate, administer and maintain amendments (attachments) to this Data Sharing Agreement.
2. Coordinate requests between DCF and the authorized individuals listed below to facilitate access of data, monitor Data Recipient data sharing compliance, or request changes to this

agreement.

Only the following authorized individuals shall be able to act as a DCF Data Steward in accordance with the goals of this agreement:

Name/Title	Phone	Email
David Wallace, BCS Data Steward	608-422-6217	DavidL.Wallace@wisconsin.gov
Ed Emmons, WPASS Data Steward	608-422-6278	Edward.Emmons@wisconsin.gov

Data Recipient's Officials with Authority to Grant Access:

Only the following authorized individuals shall be able to establish users and grant access to information and data systems in accordance with the goals of this agreement:

Name/Title	Phone	Email
Jeff Leggett	262-638-7700	Jeff.Leggett@racinecounty.com

The Data Recipient is expected to provide appropriate ongoing training and technical assistance for the above named individuals in support of the outcomes of this Data Sharing Agreement.

XIV. DATA AND METHOD FOR ACCESSING DATA

Data and/or Access to be Provided:

Access will be provided to the following administrative data systems:

- Web Intelligence (WebI)
- Kids Information Data System (KIDS)
- Wisconsin Works Programs (WWP)

Access:

Method of Accessing Data:

Access to data or systems identified above shall be granted in the following ways:

1. WAMS ID: In order to gain security access, create a Wisconsin WAMS User ID and password, selecting both training and production environments, at: <https://on.wisconsin.gov/WAMS/home>.
2. WWP: In order to gain security access, complete the form found at: <https://dcf.wisconsin.gov/files/forms/doc/5212.docx> and submit to DCFSserviceDesk@wisconsin.gov.

Requests for data or access should be directed to the DCF Data Steward designated in Article XIII to this Agreement.

Glossary of Terms:

Wisconsin State Web Access Management System (WAMS) –A system that allows users to access state web applications systems.

Wisconsin Works Programs (WWP) – A web based system used for completing client registration, determining eligibility, and documenting work history for FCDP.

Confidentiality:

Except as otherwise authorized by law, the Data Recipient may not disclose confidential information for any purpose other than purposes associated with the administration of services under this Agreement.

1. "*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 the source agency or by a third party), that satisfy at least one of the following criteria:
 - a. Personally Identifiable Information;
 - b. Individually Identifiable Health Information;
 - c. Non-public information related to the source agency’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;
 - d. Information designated as confidential in writing by the source agency; or
 - e. Constitutes an education record as defined by Family Educational Rights and Privacy Act (FERPA) 34 CFR Part 99 or Wisconsin State Statute.
 - f. Information related to Child Protective Services (CPS) reports; and children in the custody of DCF or a county department, a licensed child welfare agency, licensed child care center; juvenile law enforcement records; and children’s and juvenile court records under Wisconsin Statutes 48.981(7) and 48.78; 938.78; 48.396, and 938.396.
 - g. Constitutes a record regarding substance use disorder evaluation or treatment under 42 CFR Part 2, or Wisconsin Statutes.
 - h. Constitutes a record regarding protective services or placements under Wisconsin Statute Chapter 55.

2. "*Personally Identifiable Information (PII)*" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - a. The individual's Social Security number;
 - b. The individual's driver's license number or state identification number;
 - c. The number of the individual's financial account, including a credit or debit card

- account number, or any security code, access code, or password that would permit access to the individual's financial account;
 - d. The individual's DNA profile; or
 - e. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
3. “*Individually Identifiable Health Information*” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
4. “The Family Educational Rights and Privacy Act (FERPA)” (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- a. Recipient will not identify the information contained in the Limited Data Set. Any reports or materials developed by the Recipient Agency or subcontractors that use data provided under this Agreement will not contain any personally identifiable information that is protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99. All reports and materials developed will be submitted to the source agency prior to release or publishing for the source agency’s approval, to ensure that no personally identifiable information is included. The source agency will use, as its basis for review, its internal suppression rules, as they exist at the time the report is published or released. The source agency will make these suppression rules available to Recipient upon request.
 - b. Audit or Evaluation exception, under FERPA, allows for the disclosure of PII without consent to authorized representatives of the FERPA permitted entities. PII must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with federal legal requirements that relate to those education programs.
5. Confidential Information does not include information which is required to be disclosed by operation of law.

The Recipient Agency must instruct all employees and employees of subcontractors with access to information covered under this contract regarding the safeguarding of confidential individuals’ information required by State and Federal law. Training must precede any request for access and refresher training must be conducted once per year. The training must be documented by an acknowledgement and verification form.

Training may be accomplished by providing employees with confidentiality and

security policy materials, such as those provided by the Department, and requiring those materials to be read.

Training must be documented by requiring each employee to sign an acknowledgement and verification stating that they have received and read the materials, understand them, and agree to comply with them.

The acknowledgement and verification must be maintained by the Recipient Agency and be made available upon request for monitoring purposes.

In Process

Certificate Of Completion

Envelope Id: 426A30DC57F943878E4E2F2697DEF541
 Subject: 0001344-000_Five_County_Demonstration_Project_-_Racine

Status: Sent

- 1. Type: Base
- 3. Bureau: BCS
- 4. Contract Start Date: 07/01/19
- 5. Contract End Date: 12/31/20
- 6. Original Sent Date: 09/09/19
- 2. Division: DFES
- 7. Internal/External: External

Source Envelope:

Document Pages: 44

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

DCF

AutoNav: Enabled

201 E. Washintgon Ave., Room A200

Envelopeld Stamping: Enabled

PO Box 8916

Time Zone: (UTC-06:00) Central Time (US & Canada)

Madison, WI 53708-8916

dcfcontracting@wi.gov

IP Address: 165.189.255.45

Record Tracking

Status: Original
 9/9/2019 1:30:54 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: DCF
 dcfcontracting@wi.gov
 Pool: StateLocal
 Pool: State of WI Dept Children and Families

Location: DocuSign
 Location: DocuSign

Signer Events

Signature

Timestamp

Jonathan Delegrave
 rcexecutive@racinecounty.com
 Racine County Executive
 Security Level: Email, Account Authentication
 (None)

Sent: 9/9/2019 1:35:04 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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 Security Level: Email, Account Authentication
 (None)

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(None)

Electronic Record and Signature Disclosure:
Accepted: 9/10/2018 9:46:57 AM
ID: ac0d3b36-72d8-4ecd-a338-b59bf5592ced

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(None)

Electronic Record and Signature Disclosure:
Accepted: 5/21/2013 12:56:13 PM
ID: 34ab1682-45b7-43b3-8226-049f0a647f6f

DCF Grants Releases

DCFMBDMSFinGrantsReleases@wi.gov

Security Level: Email, Account Authentication
(None)

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In Process

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/9/2019 1:35:04 PM
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Payment Events	Status	Timestamps
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