



## AGENDA

### LAW ENFORCEMENT COMMITTEE

Tuesday, December 19, 2017

8:30 a.m.

1926 Hall Avenue, Marinette, WI

UW Extension Conference Room

1. Call to order. Roll call.
2. Approve/Amend Agenda Items.
3. Public Comment – Speakers will be limited to 5 minutes.
4. Discuss/consider recommending to County Board to approve the Non-Exclusive Tissue Recovery Agreement between RTI Donor Services, Inc., Alachua, FL, and the Marinette County Coroner's Office, term of agreement ending December 31, 2020, pending Corporation Counsel review and approval, action if any. (Attachment)
5. Discuss/consider recommending County Board to approve Inter-Governmental Contract Agreement between Wisconsin Department of Children and Families and Marinette County for Child Support Enforcement, term of contract January 1, 2018 – December 31, 2018, pending Corporation Counsel review and approval, action if any. (Attachment)

6. Adjournment.

**Note:** Agenda items may not be considered and acted upon in the order listed.

**Note:** Supervisors present at this meeting may constitute an unintended quorum of other county board committees. Supervisors appointed to the committee shall participate in action. Others may be present to listen and observe.

Chair	Ken Keller	County Board Chairperson	Posting
Vice Chair	Cheryl Wruk	County Administrator	
	Paul Gustafson	Corporation Counsel	
	Mike Behnke	County Clerk	
	George Kloppenburg	Media	

If you are an individual who needs a special accommodation while attending this meeting as required by the "Americans With Disabilities Act", please notify County Clerk, Marinette County Courthouse (715) 732-7406, at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TTD #715 732-7760)

## NON-EXCLUSIVE TISSUE RECOVERY AGREEMENT

This Tissue Recovery Agreement ("Agreement") is by and between RTI Donor Services, Inc., a Delaware non-profit corporation, whose principal address is 11621 Research Circle, Alachua, Florida 32615 ("RTI-DS"), and the Marinette County Coroner's Office, a Wisconsin state designated law enforcement and investigative agency, whose principal mailing address is 1926 Hall Avenue, Marinette WI 54143 ("County") collectively referred to as the "Parties"

WHEREAS, RTI-DS recovers human tissue from deceased humans ("Donor Tissue") to further efforts to promote natural healing and enhance the lives of implant recipients; and

WHEREAS, County is in a position to, and desires to, assist RTI-DS in the facilitation of the recovery of human donated tissue in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual provisions and covenants contained herein, the Parties hereby agree as follows:

I. **Scope of Service.** The specific terms of this Agreement, the scope of services contemplated herein, and the reimbursement schedule are attached as Exhibit A and incorporated by reference herein.

II. **Term and Termination:**

2.1 **Term.** The term of this Agreement shall commence on the date County Board approves and ending December 31, 2020. This Agreement may be extended upon the mutual written approval of the parties.

2.2 **Termination.** This Agreement may be terminated by either Party as follows:

a. by either Party with or without cause, by delivering thirty (30) calendar days' advance written notice to the other Party;

b. immediately by RTI-DS due to a failure by County to successfully complete the initial qualification process to demonstrate compliance under Section 3.14 of this Agreement or upon subsequent determination by RTI-DS that County will not or cannot demonstrate compliance under Section 3.14 of this Agreement, provided that RTI-DS has provided advance written notice of the non-compliance and County fails to cure said non-compliance within five (5) business days of receiving said written notice of non-compliance; or

c. by either Party immediately upon the insolvency or filing for bankruptcy, or notice of either, by the other Party.

2.3 **Effect of Expiration or Termination.**

a. The provisions of Section 2.3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.15, 3.16, 3.17, 3.18, 3.19, Exhibit A, Section A Subsections 4, 6, 7 & 8) and Exhibit A, Section B, Subsections 4 & 5 shall survive expiration or termination of this Agreement.

b. Reimbursements or credits owed by either Party to the other Party shall survive termination or expiration of this Agreement.

III. **Miscellaneous:**

3.1 **National Organ Transplant Act.** The Parties hereby acknowledge that the National Organ Transplant Act (42 U.S.C. § 274 et seq.), as amended from time to time ("NOTA"), makes it unlawful for "any person to knowingly acquire, receive, or otherwise transfer any human organ for valuable consideration for use in human transplantation..."

As used in NOTA, the term “valuable consideration” does not include the “reasonable payments associated with the removal, transportation, implantation, processing, preservation, quality control, and storage of a human organ...” County represents and warrants that the Recovery Fees or other consideration paid pursuant to this Agreement are reasonable amounts with respect to County’s costs associated with the services required for the safe removal of human tissue provided pursuant to this Agreement.

3.2 Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the other Party, except that either party may assign this Agreement to its successor in connection with a Change in Control of such party or to any affiliate of such party. For the purposes of this Section, a Change of Control shall mean (i) the acquisition by a person or a group, directly or indirectly, of beneficial ownership of more than 50% of the total voting power of the voting stock of the assigning party; (ii) a merger or consolidation in which the assigning party does not survive such merger or consolidation; or (iii) the sale or transfer of all or substantially all of the assets of the assigning party in one or a series of related transactions.

3.3 Relationship. The Parties are independent contractors with respect to one another, and nothing herein shall be deemed to create an agency, joint venture or partner relationship between the Parties hereto.

3.4 Insurance. For the term of this Agreement, County and RTI-DS will each maintain current and adequate liability insurance appropriate to the risk involved in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or in amounts as governed by law. RTI-DS will also maintain current Workers Compensation and Employer’s liability not less than amounts required by law, and motor vehicle insurance for vehicles, owned, non-owned or rented in not less than \$100,000. Evidence of such coverage will be provided upon request. Written notice of any decrease or cancellation of such insurance coverage will be provided to the other Party within thirty (30) calendar days of said event.

3.5 Indemnification. As may be permitted by law, each Party (individually referred to as “Indemnitor”) agrees to indemnify and hold the other Party (“Indemnitee”) and its officers, directors, agents and employees harmless from and against any third party claim (and damages, liability, losses or expenses, including reasonable attorney and legal fees arising from such third party claim), to the extent such third party claim results from, arises out of, or is incurred in connection with this Agreement and is attributable to the Indemnitor’s negligence, willful misconduct, failure to comply with applicable law, or failure to comply with the terms of this Agreement, except that the Indemnitor shall have no obligation to indemnify and hold harmless the Indemnitee from and against such third party claims to the extent such third party claims are attributable to the Indemnitee’s negligence, willful misconduct, failure to comply with applicable law, or failure to comply with the terms of this Agreement. This indemnification section shall survive expiration or termination of this Agreement.

3.6 Entire Agreement; Representation. This Agreement, including exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings and agreements between the Parties concerning the subject matter hereof and shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Each Party has had sufficient opportunity to review, negotiate and, if it so chooses, to seek advice of legal counsel regarding the provisions of this Agreement. Neither Party shall be deemed the drafting Party.

3.7 Amendment. This Agreement may be amended only with written approval of both County and RTI-DS.

3.8 Governing Laws/Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin. Venue for any action or proceeding arising out of or relating to this Agreement shall be in the state and federal courts having jurisdiction in Marinette County, Wisconsin, unless otherwise agreed to by the Parties and each of the Parties consents and voluntarily submits to personal jurisdiction in the State of Wisconsin and in such courts.

3.9 Complaints. The Parties agree to cooperate with each other in the resolution of any third party complaints arising out of the provision of services provided herein.

3.10 Attorneys' Fees. The prevailing Party in any dispute arising under, out of, or in relation to this Agreement shall be entitled to reimbursement by the other Party of the prevailing Party's reasonable attorneys' fees and costs associated with such dispute.

3.11 Severability of Provisions. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding. In the event a part or provision of this Agreement is held unenforceable or in conflict with the law affecting consideration to either party, the Parties agree to negotiate in good faith an amendment of such part or provision in a manner consistent with the intention of the Parties as expressed in this Agreement.

3.12 Notices. Any notice or other communication required under this Agreement shall be in writing and delivered to the other Party as follows:

County:  
George Smith, Coroner  
Marinette County Coroner's Office  
1926 Hall Avenue  
Marinette, WI 54143

RTI-DS:  
Beverly Bliss, Director  
RTI Donor Services, Inc.  
11621 Research Circle  
Alachua, FL 32615

With a copy to:  
Legal Department  
RTI Surgical, Inc.  
11621 Research Circle  
Alachua, FL 32615

All notices shall be deemed duly served on the date delivered to the other Party at the address stated above, whether in person, transmitted by confirmed facsimile, sent by overnight courier, or by United States certified mail, return receipt, postage prepaid.

3.13 No Third Party Beneficiaries. This Agreement shall be construed to be for the benefit of the Parties hereto only and shall confer no right or benefit upon any other person.

3.14 Compliance with Applicable Law and Standards. The Parties herein shall at all times conduct their relationship, and all activities performed under this Agreement, in full compliance with all applicable federal, state and local laws, rules, regulations and guidances including, as applicable, the regulations interpreting the Health Insurance Portability and Accountability Act (45 CFR 164.512(h)), regulations and guidance documents promulgated by the Food and Drug Administration and Centers for Medicare and Medicaid Services. The Parties also agree to comply with any standards of the American Association of Tissue Banks.

3.15 Confidentiality.

A. Absent express, prior written permission by the disclosing party to the receiving party, the parties to this Agreement, their officers, directors, employees and representatives, shall maintain the confidentiality of, and shall not disclose to any third party (except as expressly permitted in this Section 3.15.A), the personal data of donors, any processes, patent applications, technical, financial and business information, general or otherwise, or any other information of the disclosing party that is identified as confidential at the time of disclosure or which should be reasonably understood by the receiving party to be confidential given the nature of the information and the circumstances in which it is disclosed. Confidential information shall not include information that (i) was known to the receiving party prior to disclosure by the disclosing party, as evidenced by the receiving party's written records; (ii) is or becomes publicly available, through no act or omission of the receiving party; (iii) is provided to the receiving party without restriction by a third party having the right to provide such information; or (iv) is independently developed by the receiving party without use or reference to the confidential information of the disclosing party, as evidenced by the receiving party's written records. The receiving party may disclose confidential information of the disclosing party to those officers, directors, employees and representatives who have a need to know and who are bound by obligations of confidentiality and non-use at least as protective of the disclosing party's confidential information as the terms set forth herein. In addition, a receiving party may disclose confidential information of the disclosing party to the extent required to comply with applicable law, subpoena or court order, provided that the receiving party provides prior written notice of such disclosure to the disclosing party and cooperates with all reasonable requests of the disclosing party to limit the scope of such disclosure. Neither party shall use the confidential information of the other party for any purpose other than performing under this Agreement. The parties to this Agreement shall use their best efforts to ensure that all of their directors, officers, employees and agents maintain such confidentiality and adhere to such non-use restriction. This Section shall survive the termination or expiration of this Agreement. This Section shall also be subject to the provisions of the Wisconsin Open Records Law as outlined in Section 3.15 B.

B. RTI-DS understands and agrees that, because County is a party to this Agreement, provisions of the Wisconsin Open Records Law and other applicable laws relating to public records may apply to certain records kept by RTI-DS. RTI-DS agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but shall not be limited to, the provision of applicable records, or copies of applicable records, to County or others upon reasonable request of County pertaining to activities under this Agreement. Compliance and cooperation of RTI-DS shall be at its sole cost and expense. Nothing in this section shall be deemed to waive RTI-DS' rights to challenge the applicability and enforceability of said laws. This requirement will survive the termination of this Agreement.

3.16 Trade Name Use. Neither Party shall use, either directly or indirectly, in whole or in part, any trademark, service mark, trade name, corporate name, or other mark, name, title, or term that is now owned, created, used or licensed by the other Party, without prior written consent of the other Party.

3.17 Headings and Captions. Headings and captions used herein are for reference purposes only and shall not be used for purposes of contract interpretation.

3.18 No Waiver. Failure to enforce any term of this Agreement is not a waiver of future enforcement of that or any other term. No term, provision or breach of this Agreement will be deemed waived unless such waiver is in writing and signed by the Party from who such waiver is sought.

3.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which need not contain the signature of more than one Party but all such counterparts taken together shall constitute one and the same agreement. Any Party may enter into this Agreement by executing a counterpart and a delivery of such executed counterpart by facsimile, PDF attachment to an email, or other electronic transmission shall be deemed to constitute delivery of the original counterpart and shall be binding on the executing Party.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the dates written below.

**Marinette County Coroner's Office**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RTI Donor Services, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Marinette County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICE**

**A. RTI-DS shall provide:**

- 1) twenty-four (24) hour communication lines for notification and technical support.
- 2) upon request, and as mutually agreed, training, including but not limited to screening, consent and recovery regarding human tissue donation to County personnel as deemed appropriate by RTI-DS and County.
- 3) Donor Eligibility Criteria, Standard Operating Procedures and training for recovery of human tissue suitable for transplantation.
- 4) Human tissue processing associates with tissue processing validated to meet FDA requirements.
- 5) reimbursement to County in the amount of three hundred dollars (\$300) for administrative fees and donor preparation, and if applicable, an additional amount not to exceed three hundred dollars (\$300) for round trip transport services, per donor. Payment shall be due and payable net sixty (60) days' of receiving County's invoice.
- 6) reimbursement for American Board of Forensic Toxicology Analysis for the purpose of screening/confirmation/quantification testing, for RTI-DS tissue donors, not to exceed one hundred eighty five dollars (\$185) per donor.
- 7) upon request, pathology reports at no cost to County, on tissue donors from which heart for heart valves has been recovered.
- 8) provide access to RTI-DS' licensing, registration, accreditation and any donor records applicable to this Agreement, appropriate to assure compliance as indicated in Section 3.14 of this Agreement.

**B. County shall provide:**

- 1) the non-exclusive designation of RTI-DS as a receiver of human donor tissue.
- 2) timely notification to RTI-DS of decedents under the jurisdiction of the County to meet the Donor Eligibility Criteria and other requirements for quality control and assurance, as provided from time to time, by RTI-DS.
- 3) assistance with obtaining relevant medical records, as requested, for determination of donor suitability.
- 4) representation that for the term of this Agreement, County maintains current licensure/registration with applicable state and federal agencies.



WISCONSIN DEPARTMENT OF  
CHILDREN AND FAMILIES

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

Governor Scott Walker  
Secretary Eloise Anderson

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**INTER-GOVERNMENTAL CONTRACT AGREEMENT**

by and between

**Wisconsin Department of Children and Families**

and

**Marinette County**

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**CONTRACT NO**

437004-118-0001103-000-38

**CFDA NO**

93.563 Child Support Enforcement  
Additional Federal Award Information

**COMMODITY OR SERVICE DESCRIPTION**

State County Child Support Contract

**CONTRACT TERM**

01/01/2018 – 12/31/2018

**DCF PROGRAM ADMINISTRATOR**

Dianne Bahr – (608) 422-6197  
[Dianne.Bahr@wisconsin.gov](mailto:Dianne.Bahr@wisconsin.gov)

**BRO REGIONAL ADMINISTRATOR**

Kelly Bueschel - (920) 785-7821  
[kelly2.bueschel@wi.gov](mailto:kelly2.bueschel@wi.gov)

**CONTRACT BILLING AND PAYMENT TERMS**

SPARC expenses submitted monthly by the 23<sup>rd</sup> of the month, reimbursements paid quarterly

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**CONTACT INFORMATION**

	<b>Marinette County</b>	
Authorized Signatory	<b>Kathy Brandt</b>	<a href="mailto:kbrandt@marinettecounty.com">kbrandt@marinettecounty.com</a>
Address	<b>1926 Hall Avenue Room C214</b>	
	<b>Marinette WI 54143-1717</b>	
Phone	<b>715-732-7440</b>	
CC	<b>Stacy Strasler</b>	<a href="mailto:ssstrasler@marinettecounty.com">ssstrasler@marinettecounty.com</a>
	<b>Sue Hinch</b>	<a href="mailto:shinch@marinettecounty.com">shinch@marinettecounty.com</a>
DUNS	<b>079966339</b>	

**Funding Information for Grants managed thru SPARC:**

<b>Contractor: Marinette County</b>		<b>STAR Supplier ID: 0000071930</b>
<b>Commodity or Service Description</b>	<b>SPARC Contract Code Number</b>	<b>Grant Amount</b>
<b>State GPR Allocation</b>		<b>\$67,897.00</b>
Jan – June Funding Amount	7502	\$33,949.00
July – Dec Funding Estimate		\$33,948.00
<b>Federal Match on State GPR</b>	7477	<b>\$131,800.00</b>
<b>Federal Performance Incentive for FFY16</b>	7616	<b>\$103,726.00</b>
<b>Medical Support GPR</b>	7606	<b>\$2,688.00</b>
<b>Federal Match on Medical Support GPR</b>	7477	<b>\$5,218.00</b>
<b>CY17 County E-Filing Carryover</b>	7558	<b>\$0.00</b>
<b>TOTAL CONTRACT</b>		<b>\$311,329.00</b>

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**

\_\_\_\_\_  
Kathy Brandt

\_\_\_\_\_  
Date

DocuSigned by:  
*Kris Randal*  
8948D39135A74F3  
\_\_\_\_\_  
Division Administrator Kris Randal  
Wisconsin Department of Children and Families

12/5/2017 | 3:19:11 PM CST

\_\_\_\_\_  
Date

DocuSigned by:  
*Lisa J Marks*  
2DB6EFA380A54F3  
\_\_\_\_\_  
Deputy Secretary Lisa J Marks  
Wisconsin Department of Children and Families

12/8/2017 | 12:11:40 PM CST

\_\_\_\_\_  
Date

## CONTRACT

### I. PARTIES TO THE CONTRACT

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

### II. DEFINITIONS

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

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

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

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

**Single Statewide Point of Contact.** The Wisconsin Child Support Enforcement Association (WCSEA) shall serve as the Single Statewide Point of Contact under this Contract to advise the Department on issues related to implementation of programs and services under this Contract. All communication regarding this Contract shall be sent through the WCSEA President or their respective designee.

### III. TERM OF CONTRACT

Contract term is 01/01/2018 through 12/31/2018.

### 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.

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

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

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

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

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

## V. SUBCONTRACTS

### A. Procurement of Subcontracts

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

### B. County Responsibility

The County is responsible for fulfillment of all terms and conditions of this Contract when it enters into Sub-Contract agreements and will be subject to enforcement of the terms and conditions of this Contract, including all disallowances, penalties, sanctions and remedial measures related to Subcontractor non-compliance. It is the responsibility of the County to ensure that the Subcontractor complies with all laws and rules regarding Civil Rights Compliance and Affirmative Action. The County is also responsible for sub-recipient monitoring of Subcontractors per 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 23<sup>rd</sup> 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 23<sup>rd</sup> 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 23<sup>rd</sup> 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://dcfparc.wisconsin.gov/>.

**3. Reimbursement**

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

DCF requires all grants to be paid through an Automatic Clearing House (direct deposit). ACH payments will be deposited into your agency's account according to your agency's Contract terms. To begin receiving ACH payment, 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 to the funding allocation table on P.2 of this Contract, excluding FFP or other non-State funds. Net reimbursements under this Contract may be adjusted for other amounts owed the Department as described in VII.B.

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

**4. Final Submission**

The 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 County 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 County 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**

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.

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 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**

Allocation of all direct and indirect costs must be in accordance with the requirements of applicable Federal cost policies. The County's cost allocation plan must be reasonable, documented in writing, and include allocation of County-wide indirect costs. All County costs submitted for reimbursement must be allocated in accordance with these plans, consistent with the CSB and applicable Federal regulations or procedures as approved by the Federal government.

**G. 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 County 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 specific to this Contract.

**XI. AUDITING REQUIREMENTS**

**A. Requirement to Have an Audit**

Unless waived by DCF, the County shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34(4)(c), Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract. In addition, the County is responsible for ensuring that

the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received:

- OMB Federal Awards Requirements, 2 CFR Part 200 – Requirements for Pass-through Entities 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; and
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 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](mailto: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.

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;
- Customer satisfaction and quality of services provided; and

- 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**

In Process

**A. General Dispute Resolution Process**

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

1. The County may notify their DCF Regional Office of the dispute in writing and request a review of the issue. DCF Regional Office and the County's representative(s) will attempt to resolve the dispute. DCF Regional Office will involve Department program and financial staff as necessary to resolve the dispute. The County shall provide all necessary information to the assigned Bureau of Regional Offices staff within thirty (30) days. DCF Regional Office shall provide a written response within fifteen (15) days of receiving necessary information from the County.
2. If the dispute is not resolved with DCF Regional Office, the County may ask for review by a three person panel by sending a written complaint to the WCSEA President and the Administrator of DCF Division of Management Services at the following address: P.O. Box 8916, Madison, Wisconsin 53708-8916. The panel will consist of the WCSEA President or designee, the Administrator of DCF Division of Management Services or designee, and a third member chosen by WCSEA and DCF. Department staff will be assigned to support the panel. The County shall provide all necessary information to the assigned Department staff to share with the panel within ten (10) days of filing the written complaint. The panel shall provide a written response to the County within thirty (30) days of receiving the necessary information.
3. If the dispute is not resolved at the second step, the County may ask for final Department review by sending a written complaint to the Secretary of the Department of Children and Families at the following address: P.O. Box 8916, Madison, Wisconsin 53708-8916. A County may request a meeting with DCF Secretary prior to the Secretary issuing a final decision. If a meeting is requested, DCF must schedule the meeting within thirty (30) days of the request. The Secretary shall assign Department staff within ten (10) days to review the dispute. The

County shall provide all necessary information to the assigned Department staff within ten (10) days. The Secretary shall provide a final written response to the County within ten (10) days of receiving the necessary information.

#### **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>

Contract Appendix A:  
**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS**

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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.





## 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

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  <div style="text-align: center; opacity: 0.5; font-size: 2em;">IN PROCESS</div>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>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.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		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 PROGRESS

## **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.



State of Wisconsin  
Department of Administration  
Division of Enterprise Operations

DOA-3681 (1/2017)  
ss. 16, 19 and 51, Wis. Stats.



State Bureau of Procurement  
101 East Wilson Street, 6th Floor  
Post Office Box 7867  
Madison, WI 53707-7867  
FAX (608) 267-0600  
<http://vendomet.state.wi.us>

## Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
  - 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
  - 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
  - 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)  
  
He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
  - 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

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

IN PROGRESS

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

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

**1.0 Definitions**

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

**1.01 County Contract Committee**

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

**1.02 Child Support Attorney**

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

**1.03 IV-D Program**

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

**1.04 Policy Advisory Committee (PAC)**

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

**1.05 Participant**

This means a IV-D case participant.

**1.06 State Disbursement Unit (SDU)**

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

## **2.0 CSA's Duties and Responsibilities**

The Department notes that County child support agencies largely rely upon state funding, federal match on State funding and federal performance incentives to operate the child support program for the State of Wisconsin. This funding is allocated to the Counties to support the agencies providing basic child support services for all families and rewards both high performing counties and those counties that improve from the prior year. The CSA shall:

### **2.01 General Requirements**

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

### **2.02 Provide Services**

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

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

#### **2.02.1 Provide Customer Service**

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

### **2.02.2 Establish Administrative Complaint/Fact Finding Process**

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

### **2.02.3 CSA Budget**

CSA will submit the annual budget to the Child Support (CS) Regional Coordinator by March 31 of each year. The budget will include the projected expenditures for the child support agency and the projected child support expenditures for each cooperative agency.

## **2.03 Hold Harmless**

If the CSA is of the opinion that any directive of the Department conflicts with a mandate contained in a Federal statute or regulation, communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the CSA complies with the Department's decision, the CSA shall be held harmless from claims by the Department relating to such a conflict.

In the event of a lawsuit challenging the validity of child support enforcement statutes, regulations, or Department policies, the Department will defend such a lawsuit. In defending lawsuits, each party to the Contract shall be responsible for matters within that party's authority and control.

## **2.04 Cooperative Agreements**

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

### **2.04.1 Information Exchange**

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

### **2.04.2 Subcontracting Provisions in Cooperative Agreements**

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

## **2.05 Purchase of Services Agreements**

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

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

#### **2.06 Notify DCF Legal Counsel of Appeals**

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

#### **2.07 Internet Access**

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

#### **2.08 Cooperation with Other Agencies**

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

#### **2.09 Kids Information Data System (KIDS)**

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

#### **2.10 Maintain KIDS Financial Records**

Maintain and update KIDS financial information including the following:

##### **2.10.1 Enter Court Order and Balance Information**

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

##### **2.10.2 Receipt and Disbursement (R&D) Fee Adjustments**

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

#### **2.11 Failure to Maintain KIDS Financial Records**

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

#### **2.12 Reimbursement for Failure to Follow Policy**

The CSA shall be responsible for reimbursement to case participants when the reimbursement is caused solely by the failure of the CSA to follow State statute, DCF written policy directives, or published IV-D directives that are communicated appropriately and timely to the CSA by the Department. In the event of a dispute, the CSA may follow the Dispute Resolution process.

### **2.13 Collections and Receipts**

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

### **2.14 Correspondence Liaison**

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

### **2.15 Confidentiality of Records**

Comply with the applicable Federal and State laws and Department regulations concerning confidentiality of participants and case records including records maintained on KIDS. In addition to the KIDS program, BCS acts as an agent for CSAs.

to arrange for and/or provide access to information resources from other State, Federal or private providers, for example, Wisconsin Circuit Court Automation (WCCA) via CCAP; Vital Records Birth Query, Department of Transportation Vehicle Inquiry, the Office of Child Support Enforcement's State Services Portal, and CLEAR. The agency agrees that its staff will use these or any other similar additional resources BCS provides or arranges only for the purposes of administration of the child support program, and will treat all information obtained from these sources as confidential child support program information.

### **2.16 IRS Contract Language for General Services**

The Contractor agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103 and IRC 7213). The required IRS Contract language for ensuring the confidentiality of IRS information is stated below.

The State is responsible for the issuance of a Child Support Bulletin to CSAs, which communicates the detailed requirements for the confidentiality of IRS information.

#### **2.16.1 Performance**

For purposes of this section, the term "Contractor" means County child support agency (CSA).

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

(1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an employee of the Contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this Contract will be Subcontracted without prior written approval of the IRS.

(5) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

#### **2.16.2 Criminal and Civil Sanctions**

(1) Each employee to whom returns or return information is or may be disclosed shall be notified in writing that returns or return information disclosed to such employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. The Contractor shall also notify each such employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each employee to whom returns or return information is or may be disclosed shall be notified in writing that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The Contractor shall also notify each employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

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

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractor employees should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor employee should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **2.16.3 Inspection**

The IRS and the Department shall have the right to send its officers and employees into the CSA for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

### **2.17 Bonding**

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

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

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

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

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

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

### **3.0 Department's Duties and Responsibilities**

The Department shall:

#### **3.01 Administrator's Memos/Child Support Bulletins**

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

#### **3.02 Policy Directives**

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

##### **3.02.1 New Initiatives or Programs**

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

##### **3.02.2 Reasonable Time Period to Implement**

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

##### **3.02.3 Extension of Time Period to Implement**

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

### **3.03 Policy Change**

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

### **3.04 Advanced Manual Releases**

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

### **3.05 Comprehensive Training**

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

### **3.06 Information to the Public**

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

### **3.07 Standard Cooperative Agreements**

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

### **3.08 Central Registry**

Provide Central Registry services to agencies.

### **3.09 Kids Information Data System (KIDS)**

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

#### **3.09.1 KIDS Maintenance**

Ensure ongoing maintenance of KIDS. The Department acknowledges its responsibility to maintain KIDS in maximum functional status for the benefit of all CSA and State users. The Department agrees to take all necessary actions to assure the uninterrupted availability of KIDS during normal business hours.

### **3.09.2 KIDS Enhancement**

Modify and enhance the KIDS system in order to meet Federal program requirements and ensure that the system operates efficiently and in a manner that supports CSA program operations and performance improvements. The Department agrees to continue to take all necessary actions to modify the IV-A to IV-D (CARES/KIDS) computer interfaces, fully utilize all funds authorized by the legislature for the modification and enhancement of KIDS, and implement DocGen replacement in a timely and effective manner.

### **3.09.3 Child Support Customer Area Advisory Group (CSCA)**

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

### **3.10 Delegation of Authority**

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

### **3.11 Provide Direct Technical Assistance to Agencies**

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

### **3.12 Confidentiality of Records**

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

### **3.13 Tax Intercept**

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

### **3.14 State Disbursement Unit (SDU) Advisory Group**

Designate a SDU Advisory Group and coordinate meetings. The SDU Advisory Group shall include up to seven (7) CSA representatives, Department staff, and representatives from the Trust Fund.

### **3.15 New Hire Reporting**

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

## **4.0 Allocations, Funding, and Fees**

### **4.01 Standards of Performance and Performance Based Allocation**

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

### **4.02 Federal Incentive for Recovery of Medical Assistance Payments**

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

### **4.03 Additional Funding**

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

### **4.04 Performance Incentives**

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

### **4.05 Federal Parent Locator Service (FPLS) Fees**

Agencies shall be charged back FPLS fees based upon the CSA's percentage of the statewide total Contract allocation as of January 1 of the Contract year. The CSA's percentage will be multiplied by the total amount of the FPLS fees charged to the Department by the Federal Office of Child Support Enforcement.