Division of Family and Economic Security Administrator's Memo Series

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To: County Child Support Agency Directors

From: Connie M. Chesnik
Division Administrator

RE: CY2027 State-County Child Support Draft Contract

Purpose

The purpose of this memo is to share a copy of the CY2027 State-County Child Support Draft Contract with local agencies.

Background

Representatives from the Department of Children and Families (DCF) and the Wisconsin Child Support Enforcement Association (WCSEA) Contract Committee met to discuss proposed changes to the CY2027 State-County Contract. Based on these discussions, DCF has finalized the language for the child support program CY2027 State-County Contract. The contract consists of a base section applicable to all county contracts and a program-specific scope of services that defines the responsibilities of the Department and county agencies administering the child support program.

Language Changes – Base Contract

Attachment #6 - CY2027 Base Contract Change Matrix includes all changes to the base contract. Most language changes in the base contract matrix are regarding terminology or date updates. ***Note: The changes listed below will include all tracking for easier reading.***

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The changes listed that are more than terminology or date updates are:

- Cancelation or Reduction of Funding

  Section IV. Executed Contract to Constitute Entire Agreement will include the following language:

  DCF reserves the right to cancel this contract in whole or in part without prior notice, any penalty, or any liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government.

- Confidentiality of Records

  Section IX. Privacy and Confidential Information, part A. Confidentiality of Records will include the following clarifications and changes:

  All case information, paper records, written information, and any electronic data shall remain confidential, as required by State and Federal law, ~~and~~ applicable policy, in accordance with DCF system user agreements, and shall be the sole property of the State of Wisconsin. The Contractor and its Subcontractor(s) shall comply with all State and Federal confidentiality laws concerning records management (such as user access/audit logs) related to the access to or use of Confidential Information while providing services under this Contract. ~~The County and its Subcontractor(s) shall prevent and prohibit non-public DCF data from being accessed, used, processed, stored in, or analyzed by artificial intelligence (AI) systems, without prior written approval from DCF.~~

  When the County and its Subcontractor(s) implements information technology (IT) solutions, including AI systems, that would access, use, process, store, or analyze Confidential Information, then the County and its Subcontractor(s) agrees to comply with all applicable laws and use reasonable cybersecurity measures to protect such Confidential Information from improper use. Upon request from DCF, the County and its Subcontractor(s) will provide DCF with its organizational cybersecurity and AI policies, records related to Confidential Information access, and documentation of IT systems that utilize Confidential Information.

  The County and its Subcontractor(s) agrees to work in good faith with DCF in the event DCF raises concerns about the IT system or the County's use thereof. The County shall ~~make~~ notify its staff and Subcontractors with access to Confidential Information ~~aware of~~ about the confidentiality requirements applicable to the information.

- Confidentiality

  Section IX. Privacy and Confidential Information, part B. Confidentiality will include the following clarifications and changes:

  "*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: This~~ includes:

  1. ~~Personally Identifiable Information~~; All case information, paper records, written information, and any electronic data;
  2. Non-public information related to DCF's employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
  3. ~~Information designated as confidential in writing by DCF.~~

- Breach of Confidentiality

  Section IX. Privacy and Confidential Information, part D. Breach Confidentiality will include the following clarifications and changes:

  If the County becomes aware of any actual use or disclosure of any Confidential Information or has the reasonable belief that there has been a use or disclosure of any Confidential Information that is not authorized by this Contract, including by an ~~unapproved~~ AI system, or if any data or information is lost and cannot be accounted for, the County shall notify the Department promptly after becoming aware of such unauthorized use or disclosure, but no later than three (3) business days after the County becomes aware of such unauthorized use or disclosure. Such notice shall include, to the best of the County's knowledge at that time, the persons affected and the Confidential Information that was or may have been disclosed.

- Civil Rights Compliance Requirements

  Section XV. State and Federal Rules and Regulations, Part D. Compliance with Federal Regulations, 3. Civil Rights Compliance (CRC) Requirements will include the following language:

  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 (new to DCF and those renewing contracts) must submit a ~~new CRC~~ LOA to DCF Civil Rights Unit to be compliant for the CRC period as indicated on the Civil Rights Compliance Plans. ~~by January~~

~~*24, 2022* **21, 2027** and new contractors must submit an LOA within fifteen (15) business days from the date the grant, contract or agreement was signed, if the agreement is signed after January 1, *2022* **2027**.~~

~~All providers (new to DCF and those renewing contracts) must submit an LOA to DCF Civil Rights Unit to be compliant for the CRC period of January 1, *2022* **2027** – December 31, *2025* **2030**.~~ The Agency shall submit an updated LOA in the event of changes to the key personnel identified in the LOA.

Section XV. State and Federal Rules and Regulations, Part D. Compliance with Federal Regulations, 4. Nondiscrimination /Affirmative Action, 4.1. has been deleted to accurately reflect statutory definitions and applicability.

Counties are still required to comply with federal and state affirmative action requirements but are not required to submit affirmative action plans because they are included in the definition of municipality, see state statute below.

16.70(8), Wis. Stats.
*(8) "Municipality" means a **county**, city, village, town, school district, board of school directors, sewer district, drainage district, technical college district or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.*

- Digital Accessibility

The following language has been added to Section XV, State and Federal Rules and Regulations, Part D, Compliance with State and Federal Regulations includes item:

12. Digital Accessibility.
As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and 28 CFR Part 35 Subpart H, the State of Wisconsin and those receiving federal funding must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) created by or for the State of Wisconsin are accessible to people with disabilities.

Contractor shall comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA for all Products and Services provided under the Contract.

If during the term of the Contract, the Contractor fails to maintain compliance with WCAG 2.1 A and AA, or the State of Wisconsin identifies an accessibility

barrier in the product or service that renders it inaccessible or unusable to people with disabilities, the State of Wisconsin shall notify the Contractor of non-compliance. If conformance is not reached within 30 days of the Contractor receiving the notification of non-compliance ("Notice"), the Contractor and the State of Wisconsin shall meet and mutually agree upon an appropriate timeline for resolution of the accessibility barrier(s). Should Contractor: (i) fail to acknowledge receipt of the notice within 30 days of receipt of the Notice, or (ii) fail to materially resolve the accessibility barrier(s) within the agreed-upon timeline, Contractor agrees to indemnify and hold harmless the State of Wisconsin from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements throughout the Contract term may be grounds for termination for cause of the Contract by DCF.

DCF may also require the Contractor to provide an Accessibility Conformance Report (ACR) or Voluntary Product Accessibility Template (VPAT) upon request to demonstrate compliance with this requirement.

Language Changes - Scope of Services

Attachment #7 - CY2027 Scope of Services Matrix includes all the changes to the Scope of Services. The major changes to the scope are listed below:

- ### 2.12 Reimbursement for Failure to Follow Policy

  The following language has been added to this policy:

  If the money is unable to be recovered otherwise, the county CSA shall be responsible for reimbursement to case participants when the disbursement error is caused solely by the failure of the county CSA to follow state statute, DCF written policy directives, or published IV-D directives that are communicated appropriately and timely to the county CSA by the Department. DCF will provide notice to the county CSA that the county CSA's next quarterly reimbursement will be reduced by the disbursement error amount. In the event of a dispute, the county CSA may follow the Dispute Resolution process. When a dispute is filed, any disbursement error amount will be determined once the process is completed.

- ### 3.15 Annual Director's Dialogue

  A new section has been added regarding the Directors' Dialogue:

  Host an annual "Directors' Dialogue" virtually or in person to allow discussion among all County CSA leadership throughout the state.

- **3.16 WCSEA/State Meetings**

  A new section has been added regarding WCSEA/State Meetings:

  Provide in-person program representation for up to three WCSEA/State meetings per year. If in-person representation is beyond reasonable control of the Department, WCSEA will be notified as soon as possible.

Attachments

Appendix Z Data Confidentiality and Security Requirements is a new appendix that serves as a resource list to assist county agencies in complying with state and federal laws, regulations, and standards.

Other attachment changes to the CY2027 State-County Scope of Services, Exhibits, and Appendices consist of terminology and date changes.

1. CY2027 Draft State-County Base Contract
2. CY2027 Contract Exhibit 1 Scope of Services
3. CY2027 Contract Exhibit 2 Performance Monitoring
4. CY2027 Contract Appendix UI Data
5. CY2027 Contract IRS Exhibit 7 from Publication 1075
6. CY2027 Base Contract Change Matrix
7. CY2027 Scope of Services Change Matrix
8. CY2027 Contract Appendix Z Data Confidentiality and Security Requirements