

County Contract Change Matrix

Contract Year: 2027

#	Issue or Topic	Contract Section	Goal/purpose (why)	Description and considerations	Proposed text
1	Cancelation or reduction of funding language	IV. Executed Contract to Constitute Entire Agreement Programmatic or Funding Changes	Inserted language permitting DCF to modify or cancel contracts if there are changes in funding from the state or federal government.	DCF added this language to other contracts late 2025. DHS added similar language in their contracts in CY 2026.	Add the following section: Cancellation or reduction due to lack of funding 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.
2	Update terms	V. Subcontracts C. Independent Capacity of Contractor VII Billing and Payment Terms A. Payment Terms	Change from “contractor” to “county” for specificity and accuracy in terminology.		A. INDEPENDENT CAPACITY OF CONTRACTOR The parties hereto agree that the ~~contractor~~ County, 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~~ County agrees to take such steps as may be necessary to ensure that each subcontractor of the ~~contractor~~ County 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. A. Payment Terms The Department shall reimburse the ~~Contractor~~ County for the functions it performs and services it provides or purchases as set forth in Exhibit 1: Scope of Services .

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3	Document title change	VII. Billing and Payment Terms A. Payment Terms XI. Accounting Requirements	Updated reference to current document title for accuracy of references.		VII. Billing and Payment Terms B. Payment Terms 1. Allowable Costs The Department will make payments for incurred allowable costs that are consistent with the ~~DCF Allowable Cost Policy Manual~~ DCF Allowable Cost Guide Manual XI. Accounting Requirements A. Accounting Records Documents submitted by the County must show that costs claimed for reimbursement are consistent with the ~~DCF Allowable Cost Policy Manual~~ DCF Allowable Cost Guide Manual and applicable Federal allowable cost policies. B. Accounting System The County shall maintain a financial management information system in accordance with the Generally Accepted Accounting Principles contained in the Department’s Allowable Cost ~~GuidePolicy~~ Manual.
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4	Confidentiality of records	IX. Privacy and Confidential Information	Updated section related to AI with a focus on local agency responsibility for compliance with federal and state requirements for protection of confidential data.	Modify language from CY 2026 contracts to emphasize confidentiality and security of data and reflect ongoing consideration and application of AI.	<u>IX.PRIVACY AND CONFIDENTIAL INFORMATION</u> A. Confidentiality of Records All case information, paper records, written information, and any electronic data shall remain confidential, as required by <u>State and Federal</u> law, ~~and~~ applicable policy, <u>in accordance with DCF system user agreements</u>, 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.~~ <u>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.</u> <u>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.</u> The County shall ~~make notify~~ its staff and Subcontractors with access to Confidential Information ~~aware of about~~ the confidentiality requirements applicable to the information. B. Confidentiality
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					"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 data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or ~~3. Information designated as confidential in writing by DCF.~~ D. Breach of Confidentiality If the County becomes aware of any actual use or disclosure of any Confidential Information or has the reasonable belief that there has been a use or disclosure of any Confidential Information that is not authorized by this Contract, including ~~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.
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5	Update to direct link, not email inbox	X. Records, Department Property and Automation D.Access to State Automated Systems and Data	Add direct link to DCF Security Request Process web page	This was a change made to other DCF base program contracts in previous years.	Prior to requesting system access, the County will prepare and submit to the Department properly executed data sharing agreements appropriate confidentiality agreements or completed access request forms as defined by the Department to the contact included on the form instructions mailto:DCFDataGovernance@wisconsin.gov .
6	Change "CFDA" to "ALN"	XII Auditing Requirements B Source of Funding And other references	Updated to be consistent with federal change from CFDA to Assistance Listing Number (ALN) and for accuracy in federal terminology.		~~Assistance Listing Number (ALN)-CFDA number~~
7	Web citation	XII Auditing Requirements B Source of Funding	New language to be consistent with the CY26 contract templates and provide direct link to relevant DCF SPARC web site.		Add the following at the end of this item B in this section: "This information is supplied on the SPARC Funding Sources site ."

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8	Civil Rights	XV. State and Federal Rules and Regulations D. Compliance with Federal Regulations 3. Civil Rights	9.25.26 New language proposed does the following: - Removes specific CR date references. - Aligns text across contracts and SPARC - Refers contract recipients to the CR web site.		Updated <u>XV.STATE AND FEDERAL RULES AND REGULATIONS</u> D. Compliance with Federal Regulations 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 ~~(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 <u>Civil Rights Compliance Plans</u>. ~~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.
9	Affirmative Action	XV. State and Federal Rules and Regulations D. Compliance with Federal Regulations 4. Non-discrimination / Affirmative Action	Updated language to include current federal protection from discrimination based on genetic information.		4. Nondiscrimination / Affirmative Action In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., ~~or~~ national origin, <u>or genetic information as defined in Title II of GINA.</u>

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10	2 CFR Part 300	XV.State and Federal Rules and Regulations	2 CFR 300 should have previously been included in this section.	Added relevant federal CFR reference	F.Federal Funding Any contracts funded by federal funding are subject to 2 CFR Part 200 and 2 CFR Part 300 in their entirety, in addition to the specific references used throughout this cont
11	Confidentiality requirements	New Appendix Z	Add a resource appendix to serve as a reference for federal and state requirements, policies and standards specific to confidentiality and security of data.	This appendix is a resource only and does not create any new requirements.	Refer to Appendix Z text.
12	Affirmative Action Plans	XV. State and Federal Rules and Regulations D. Compliance with Federal Regulation 4.Nondiscriminati on /Affirmative Action 4.1.	Delete section 4.1 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.	Reread of definition of “municipality” for this section/purpose. Not every definition of municipality includes county, but this section does. 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.	New Sept. 2026 Delete section 4.1
12	Rename section	XV. State and Federal Rules and Regulations D. Compliance with Federal Regulation	Update section title to accurately reflect content.		New Sept 2026 Update section title to: D. Compliance with State and Federal Regulations

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12	Digital accessibility	XV. State and Federal Rules and Regulations D. Compliance with State and Federal Regulations	To be compliant with federal requirement for digital accessibility.		New Sept. 2026 12. Digital Accessibility As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and <u>28 CFR Part 35 Subpart H</u>, 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.
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Child Support Contract Scope of Services

Item	Sect	Title	Proposed Changes	Proposed Date/By	Status
1	All	All	Correct any grammar or spelling, excluding IRS Pub. 1075 language.	2/10/26 BCS	3/5/26 Approved
2	2.12	2.12 Reimbursement for Failure to Follow Policy	Current Language: 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. Clarification requested by WCSEA, suggested language: <u>If the money is unable to be recovered otherwise,</u> the county CSA shall be responsible for reimbursement to case participants when the disbursement error is caused solely by the failure of the county CSA to follow state statute, DCF written policy directives, or published IV-D directives that are communicated appropriately and timely to the county CSA by the Department. DCF will provide notice to the county CSA that the county CSA's next quarterly reimbursement will be reduced by the disbursement error amount. In the event of a dispute, the county CSA may follow the Dispute Resolution process. When a dispute is filed, any disbursement error amount will be determined once the process is completed.	2/2/26 WCSEA	4/20/26 WCSEA language approved by BCS
3	3.15	Annual Director's Dialogue	BCS Attendance at WCSEA State Meetings Proposed Language from WCSEA: Host an annual "Director's Dialogue" to allow discussion among all County CSA leadership throughout the state.	2/2/26 WCSEA	4/20/26 WCSEA language approved by BCS

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Item	Sect	Title	Proposed Changes	Proposed Date/By	Status
4	3.16	WCSEA/State Meetings	Proposed Language from WCSEA: Provide in-person program representation for up to three WCSEA/State meetings per year. If in-person representation is beyond the reasonable control of the Department, WCSEA will be notified as soon as possible.	2/2/26 WCSEA	4/20/26 WCSEA language approved by BCS
The following exhibits and appendix have no text changes: - Exhibit 2: Performance Monitoring - Exhibit 3 CS AV Scope - IRS Pub 1075 Exhibit 7 - Unemployment Insurance (UI) Data Appendix					