



## CROSS-GOVERNMENTAL CONTRACT AGREEMENT

by and between

**Wisconsin Department of Children and Families**

and

**CONTRACT NO**

**ASSISTANCE LISTING #**

93.563 Child Support Enforcement

[Additional Federal Award Information](#)

**COMMODITY OR SERVICE DESCRIPTION**

State County \_\_\_\_\_ Contract

**CONTRACT TERM**

01/01/2023 – 12/31/2023

**BRO REGIONAL ADMINISTRATOR**

**CONTRACT BILLING AND PAYMENT TERMS**

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

**CONTACT INFORMATION**

Authorized Signatory

Address

Phone

CC

UEI

\_\_\_\_\_ **By initialing here, you certify the Unique Entity Identifier (UEI) is accurate. If you are unsure, please confirm with your finance staff prior to initialing.**

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

Contractor:		STAR Supplier ID:
Commodity or Service Description	SPARC Contract Code Number	Award Amount
State GPR Allocation		\$
Jan – June Funding Amount	7502	\$
July – Dec Funding Amount		\$
Federal Match on State GPR**	7477	\$
Federal Performance Incentive for FFY21	7621	\$
Medical Support GPR	7606	\$
Federal Match on Medical Support GPR **	7477	\$
Access and Visitation Grant	7703	
Access and Visitation Grant – 10% Minimum Match*	9703	
<b>Total Award Amount</b>		
<b>Total Match Amount</b>		
<b>TOTAL PROJECT AMOUNT</b>		\$

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

\*\*The contact amounts listed for line 7477 are estimated amounts only based upon the State GPR funding provided. The amounts do not represent the total funding available through the federal IV-D program and the corresponding federal matching rate of 66% for all allowable child support program costs. The contract amount for Line 7477 will show as uncapped in SPARC.

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**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Administrator  
Wisconsin Department of Children and Families

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Secretary  
Wisconsin Department of Children and Families

\_\_\_\_\_  
Date

# CONTRACT

## I. PARTIES TO THE CONTRACT

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

## II. DEFINITIONS

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

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

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

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

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

## III. TERM OF CONTRACT

Contract term is 01/01/2023 through 12/31/2023.

## 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. [HHS Administration for Children & Families General Terms and Conditions](#)
- C. This Contract, including all exhibits, attachments, appendices and addenda to the Contract

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

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

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

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

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

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

## **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).

### **D. INDEPENDENT CAPACITY OF CONTRACTOR**

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

## **VI. SCOPE OF SERVICES**

The County will provide services in accordance with this Contract. Specific program requirements are included as **Exhibit 1: Scope of Services**.

**A. Provision of Services**

The County shall provide the services in accordance with applicable legal requirements and according to the terms of this Contract. DCF may inspect, observe and examine the performance of the County’s services at reasonable times, with reasonable notice, at any location.

If any part of the services rendered by the County, its personnel or its contractors in any way differ from the Contract requirements for any reason other than as a result of DCF’s default or negligence, the County shall at its own expense reschedule and perform the work correctly within a reasonable time. This remedy shall be in addition to any other remedies available to DCF by law or in equity.

**B. Contractor Personnel**

Effective July 1, 2021, it is DCF’s expectation that the County or their contractors are responsible for provision of all staff needs to perform the services. Those include, but are not limited to space, equipment, software, connectivity, supplies, email, and phone. DCF will not provide any such items unless specified in the Scope of Work exhibit of this contract.

In the event County staff or their contractors must conduct business at DCF facilities, they must act in a professional, ethical manner. DCF reserves the right to refuse to admit to DCF's premises any person employed or contracted by the County whose admission in the opinion of DCF would be disruptive to operations.

**C. Background or Criminal History Investigation**

DCF reserves the right, upon reasonable advance notice to the County, to request the County conduct background checks on any County personnel or their contractor personnel that will have access to case information.

**D. Performance**

Work under this Contract shall be performed in a timely, professional and diligent manner in accordance with applicable legal requirements. The County shall be solely responsible for controlling the manner and means by which it and its personnel or its contractors perform the services.

Without limiting the foregoing, the County shall control the manner and means of the services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

**VII. BILLING AND PAYMENT TERMS**

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

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

**A. Payment Terms**

The Department shall reimburse the Contractor for the functions it performs and services it provides or purchases as set forth in **Exhibit 1: Scope of Services**. Payments by the Department under this Contract are contingent upon: (a) substantial compliance by the Contractor of all responsibilities identified in this Contract, and in accordance with State and Federal laws; (b) authorization of Wisconsin and Federal laws and availability of State and Federal funds; and (c) 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 and 45 CFR Part 75 when applicable. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: [Federal OMB Uniform Guidance Site](#)

**2. Expense Submission**

Claims for reimbursement must be submitted electronically using the SPARC portal pursuant to the requirements of the Department's cost reporting system. SPARC will display the appropriate line codes for reporting. It is important to enter the correct month and year.

The Department may request additional documentation for expenses submitted by the County to SPARC. The County must submit additional documentation in the SPARC portal.

The expenses entered into SPARC must be saved on or before the 28<sup>th</sup> day of the month following the month for which reimbursement is being claimed. The Department will issue the reimbursement using direct deposit on the 5<sup>th</sup> day of the following month, subject to reduction, recovery and reimbursement as provided in this Agreement. Late or revised expenses will be processed in the next month's payment cycle.

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

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

**3. Reimbursement**

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

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

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

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

#### **4. Final Submission**

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

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

#### **5. Additional Claims Related to the Single Audit**

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

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

#### **6. Excess / Overpayments**

DCF will recover any funds paid in excess of the allowable costs of services provided under this agreement within thirty (30) days of notification. Allowable costs are defined by 2 CFR Part 200 and 45 CFR Part 75 when applicable, the attachment(s) to this agreement, and/or the program policy manual. DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

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

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

#### **1. Withholding**

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

#### **2. Deduction/Reduction of Funds**

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



is attributable to the County's performance or failure to perform, misuse of funds, or non-compliance with the Contract.

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

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

### **3. Recovery of Funds**

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

## **C. County Liabilities**

### **1. Bonding and Surety Instruments**

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

## **VIII. COUNTY RESPONSIBILITIES**

### **A. Insurance Responsibility**

The contractor performing services for the State of Wisconsin shall:

- 1.** Maintain worker's compensation insurance or self-insure as required by Wisconsin Statutes, for all employees engaged in the work.
- 2.** Maintain commercial liability, bodily injury and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 3.** The state reserves the right to require higher or lower limits where warranted.

### **B. Indemnification**

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

### **C. Force Majeure**

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

## **IX. 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.

The County shall make its staff and Subcontractors with access to confidential information aware of the confidentiality requirements applicable to the information.

### **B. Confidentiality**

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

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

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

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

### **C. Breach of Confidentiality**

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

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

## **X. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION**

### **A. Records**

All records of the county or its subcontractors that are produced or collected under this contract are subject to disclosure pursuant to a public records request. The County shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The County shall retain records in a secure environment for no less than 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.

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

### **B. IT Equipment and Property**

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

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

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

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

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

### **C. Information Technology**

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. <https://dcf.wisconsin.gov/it/security>.

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

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

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

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

Contract provisions 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 or access to State program data, the County Security Officer will ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.

Prior to requesting system access for or providing data to 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 to [DCFDataGovernance@wisconsin.gov](mailto:DCFDataGovernance@wisconsin.gov) for approval. The agreements will address compliance with relevant State and Federal confidentiality regulations and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.

## **XI. ACCOUNTING REQUIREMENTS**

**A. Accounting Records**

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

**B. Accounting System**

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

**C. System Requirements**

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

**D. Reconciling Reports**

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

**E. Accounting Period**

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

**F. Cost Allocation Plan**

The County shall submit an electronic copy of their Cost Allocation Plan in the SPARC online portal within sixty (60) days of signing the Contract. The County shall resubmit the plan when material updates are made to the plan. The plan must be reasonable and documented in writing in a County-wide cost allocation plan. County costs must be allocated in a manner consistent with their plan. The plan must be written in accordance with the applicable Federal cost and administrative principles under 2 CFR Part 200 and 45 CFR Part 75.

**G. Federal Indirect Cost Rate Agreement**

If the County has a Federal Indirect Cost Rate Agreement, it shall submit an electronic copy of their Agreement in the SPARC online portal within sixty (60) days of signing the Contract. The County shall submit any new agreements throughout the life of the Contract. The agreement should be made in accordance with the applicable Federal cost and administrative principles under 2 CFR Part 200 and 45 CFR Part 75.

**XII. AUDITING REQUIREMENTS**

**A. Requirement to Have an Audit**

Unless waived by DCF, the County shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34(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](#), [2 CFR Part 200 – Audit Requirements](#), and [45 CFR Part 75](#) when applicable;
- The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to local governments having [2 CFR Part 200](#) audits and [45 CFR Part 75](#) when applicable; and/or
- The Provider Agency Audit Guide (PAAG). All Counties which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

**B. Source of funding**

DCF shall provide funding information needed for audit purposes, including the name of the program, the Federal agency where the program originated, the CFDA number, and the percentages of Federal, State, and local funds constituting this Contract.

**C. Fund misappropriation or fraud**

**The County and any contracted auditors must report all known or likely fraud affecting a State/Federal award unless such fraud is otherwise reported as an audit finding in the schedule of findings and questioned costs for State/Federal awards. This paragraph does not require the County or any contracted auditor to report publicly, information which could compromise investigative or legal proceedings or to make an additional reporting when the auditor confirms that the fraud was reported outside the auditor's reports under the direct reporting requirements of GAGAS (45 CFR part 75.516(a)(6)). The department may require the County to contract for a forensic audit on known fraud instances either reported on the audit report or through the department's fraud hotline.**

**D. Single Audit Reporting package**

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

1. All financial statements and other audit schedules and reports required for the type of audit applicable to the County.
2. A summary schedule of prior year findings and the status of addressing these findings.
3. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
4. The management responses/corrective action plan for each audit issue identified in the audit.

**E. Close-out and Forensic Audits**

1. A Contract specific audit of an accounting period of less than twelve (12) months is required when a Contract is terminated for cause, when the County ceases operations or when the County changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out Contract specific audit may be waived by DCF upon written request from the County, except when the Contract is terminated for cause. The required close-out audit may not be waived when a Contract is terminated for cause.
2. DCF may require a close-out audit that meets the audit requirements specified in Section XI, A, above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Federal Awards Requirements and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

3. DCF may require a forensic audit if known fraud is identified through an audit, fraud is reported to DCF or there is suspected misuse of DCF funds. If a forensic audit is required, DCF will specify the funding sources and time periods to be covered by the forensic audit.
4. All other provisions in the Audit Requirements section apply to Close-out and Forensic Audits unless in conflict with the specific Close-out and Forensic Audits requirements.

**F. Submitting the Reporting Package to DCF**

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

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

[DCFAuditors@wisconsin.gov](mailto:DCFAuditors@wisconsin.gov)

Telephone: (608) 422-6378

**G. Access to auditor's work papers**

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

**H. Access to County records**

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

**I. Failure to comply with the requirements of this section**

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

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

**XIII. MONITORING AND COMPLIANCE REVIEWS**

**A. Monitoring**

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

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

- Adherence to the terms and conditions of the Contract,

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

**XIV. DISPUTE RESOLUTION**

**A. General Dispute Resolution Process**

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

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

3. If the dispute is not resolved at the second step, the County may ask for final Department review by sending a written complaint to the Secretary of the Department of Children and Families at the following address: P.O. Box 8916, Madison, Wisconsin 53708-8916. A County may request a meeting with DCF Secretary prior to the Secretary issuing a final decision. If a meeting is requested, DCF must schedule the meeting within thirty (30) days of the request. The Secretary shall assign Department staff within ten (10) days to review the dispute. The County shall provide all necessary information to the assigned Department staff within ten (10) days. The Secretary shall provide a final written response to the County within ten (10) days of receiving the necessary information.

## **XV. STATE AND FEDERAL RULES AND REGULATIONS**

### **A. Applicable Laws**

This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

### **B. ACF General Terms and Conditions**

Contracts which receive federal funding from the HHS Administration for Children & Families are also subject to their [General Terms and Conditions](#).

### **C. Compliance with Federal Regulations**

#### **1. Debarment Certification**

In conformance with Federal law, the authorized County representative must review, sign, and return the Certificate Regarding Debarment and Suspension form. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

#### **2. Lobbying Certification**

In conformance with Federal law, the authorized County representative must review and complete by signing this Contract the Certification Regarding Lobbying form. If the County engaged in lobbying the federal government, the Disclosure of Lobbying Activities must be completed and submitted to the federal Office of Management and Budget (OMB).

#### **3. Civil Rights Compliance (CRC) Requirements**

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

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

The Agency agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The CRC requirements include developing a CRC Plan, depending on the number of employees and amount of federal revenue received by the agency. The website with Instruction and Templates necessary to complete both your CRC LOA and CRC Plan to meet civil rights requirement is located at: <https://dcf.wisconsin.gov/civilrights/plans>

Additional resources and training information are available at:

<https://dcf.wisconsin.gov/civilrights>

#### **4. Nondiscrimination / Affirmative Action**

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

**4.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on *preparing* the plan and technical assistance regarding this clause can be found at:

<https://doa.wi.gov/Pages/StateEmployees/AffirmReq.aspx#>. Instructions for *submitting* completed Affirmative Action Plans or Affirmative Action Exemptions can be found here: <https://dcf.wisconsin.gov/doingbusinesswith>.

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

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

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

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

#### **5. Conversion Therapy**

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

'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice

or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.

**6. Rights to Inventions Made Under a Contract or Agreement**

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

**7. Clean Air Act and Federal Water Pollution Control Act**

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

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

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

**9. Never Contract with the Enemy**

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

**D. Fraud Disclosure**

In conformance with 45 CFR 75.113 Mandatory Disclosures, the County must disclose, in a timely manner, in writing to DCF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

**E. Federal Funding**

Any contracts funded by federal funding are subject to 2 CFR 200 and 45 CFR 75 in their entirety, in addition to the specific references used throughout this contract.

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**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.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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The undersigned vendor certifies to the best of your knowledge and belief that the vendor defined as the primary participant in accordance with [2 CFR Part 180](#), and its principals:

- a) Are not presently excluded or disqualified from participation in any covered transactions by any Federal department or agency;
- b) Have not been convicted within the preceding three years of any of the offenses listed in [§180.800\(a\)](#) or had a civil judgment rendered against you for one of those offenses within that time period;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in [§180.800\(a\)](#); and/or
- d) Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Furthermore, the vendor agrees that they will include, without modification, a copy of this clause titled “Certification Regarding Debarment and Suspension” in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors/subcontractors) and in all solicitations for lower tier covered transactions as per [§180.330](#).

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
UEI

\_\_\_\_\_

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
UEI

\_\_\_\_\_  
Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to title 31, U.S.C., section 1352  
(See instructions for public burden disclosure)

Approved by OMB  
0348-0046

<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>	<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</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> 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>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 \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

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

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

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

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

## MINORITY BUSINESS PARTICIPATION REPORT

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

Return via e-mail to: [DCFPurchase@wi.gov](mailto:DCFPurchase@wi.gov)

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

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

If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation. If you have questions, please call DCF Procurement Staff, 608-422-6385 or 608-422-6363

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

\_\_\_\_\_  
(Prime Vendor/County Authorized Representative Name)

\_\_\_\_\_  
(Title)