



WISCONSIN DEPARTMENT OF  
CHILDREN AND FAMILIES

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

Governor Scott Walker  
Secretary Eloise Anderson

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**CONTRACT AGREEMENT**

by and between  
**Wisconsin Department of Children and Families**  
and  
**County**

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CONTRACT NUMBER:

CFD00368

COMMODITY OR SERVICE and DEFINITION:

2013 Annual State-County Child Care Administration

Contract Period:

January 1, 2014 – December 31, 2014

DCF Contact Administrator:

Contract Billing and Payment Terms :

CORe expenses submitted monthly  
by the 28<sup>TH</sup> of the month paid by the  
5<sup>th</sup> of the following month

COUNTY INFORMATION:

County Name: County

County Authorized Representative:

County Authorized Email:

County Address:

County City, State, Zip:

County Phone / Fax:

County Contract Administrator:

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

County: County		CORE Agency Code #:		Contract # CFD00368
Commodity or Service Description	CORE Number	Current Contract Amount	Contract Change	Total Contract Balance
Child Care Administration	0852			
Child Care Certification	0831			
Child Care Fraud	0840			
Child Care Benefits	0856			
<b>CY14 Total Child Care Allocations</b>				

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**

\_\_\_\_\_  
 County Authorized Representative Signature  
 Representative Title

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

# CONTRACT

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## 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 the signature pages, hereinafter referred to as "County" for the procurement of Child Care Administration 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) or the Wisconsin Child Support Enforcement Association (WCSEA), as appropriate.

**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.

**Single Statewide Point of Contact.** The Wisconsin County Human Services Association (WCHSA) or the Wisconsin Child Support Enforcement Association (WCSEA), as appropriate, 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 or WCSEA President, as appropriate, or their respective designee.

## III. TERM OF CONTRACT

Contract term is January 1, 2014 to December 31, 2014.

## IV. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

The Parties shall perform the duties and responsibilities specified in this Contract in accordance with State and Federal statutes; State administrative rules; Federal regulations; and controlling court cases in effect during the term of this Contract.

This Contract and supporting written communications constitute the entire agreement between the parties. The hierarchy of documents in order for resolution is as follows:

- A. Laws, regulations and policies of the State and Federal government
- B. This Contract, including all exhibits, attachments, appendices and addenda to the Contract

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

**Programmatic or Funding Changes.** DCF agrees to provide advance notice to WCHSA/WCSEA, as appropriate, 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 30-day period of time for WCHSA/WCSEA to comment on the change before the change takes effect.

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 reserves the right to disapprove the 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 to ensure that Subcontractors fulfill all terms and conditions of this Contract. Further, the County serves as the cognizant agency responsible for enforcement of the terms and conditions of this Contract, and the County is subject to 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.

**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.

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

**VI. SCOPE OF SERVICES**

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

**VII. BILLING AND PAYMENT TERMS**

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> of the following month.

## A. Payment Terms

The Department shall reimburse the Contractor for the functions it performs and services it provides or purchases as set forth in Section IV. 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. See the Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: [http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default).

### 2. Expenditure Report

Claims for reimbursement must be submitted electronically to [DCFDESFinanceGrants@wisconsin.gov](mailto:DCFDESFinanceGrants@wisconsin.gov) pursuant to the requirements of the Department's cost reporting system. The electronic expenditure report form is available at <http://dwd.wisconsin.gov/core/forms.htm>.

The Expenditure Report must be submitted to DCF by close of business (4:30 pm CT) on or before the 28th 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 reports will be processed in the next month's payment cycle.

If the 28<sup>th</sup> day of the month and/or the last day of the month fall on a non-business day (per the State of Wisconsin calendar), the Expenditure Report due date and/or reimbursement date become the next business day. The payment schedule is available on the CORE website: [http://dwd.wisconsin.gov/CORE/resources/Payment\\_Schedule.htm](http://dwd.wisconsin.gov/CORE/resources/Payment_Schedule.htm)

### 3. Reimbursement

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

DCF requires all grants to be paid through an **Automatic Clearing House** (direct deposit). ACH payments will be deposited into your agency's account according to your agency's Contract terms. To begin receiving ACH payment, complete the ACH Set-Up form available online <http://dwd.wisconsin.gov/core/forms.htm> sign and submit to the address on the form.

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

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

**4. Complete Expenditure Reports**

The Department cannot pay Expenditure Reports that are incomplete. Expenditure Reports that do not contain all materially required information will be returned to the agency to be completed and resubmitted. Resubmitted claims will be paid with the next regular payment cycle. Late expenditure reports 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. It is important to fill in all fields, with the CORe Agency Number and the Reporting Period: both month and year, being the most critical. See form details for appropriate file naming conventions.

**5. Final Expenditure Report**

The County shall submit all claims for reimbursement under this Agreement to the Department within 90 days of the end of the Contract period, unless a different date is mutually agreed upon by the County and the Department as specified. Expenses incurred within the Agreement period and reported later than ninety (90) days will not be recognized, allowed or reimbursed under the terms of this Agreement, unless a different date is mutually agreed upon by the County and the Department as specified.

**6. Additional Claims Related to the Single Audit**

Claims for allowable costs not reported within 90 days of the end of the Contract period, or within the extended Contract period if an extension is granted, will be submitted for Federal reimbursement if (a) the costs are identified as a finding in the Contractor's Single Audit, and (b) the Contractor's Single Audit report is received within the mandated timeframes. Federal reimbursement received will be passed on to the Contractor as a part of the audit resolution process.

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

**7. Excess / Overpayments**

The Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within 30 days of notification by DCF. Allowable costs are defined by 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. If the Contractor fails to return funds paid in excess of the allowable costs of the services provided, 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 either:

- a. Requesting repayment from the County using a mutually agreed upon schedule, or
- b. 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.

**4. Payment Adjustments**

The Parties shall negotiate the timing and payment schedule of any adjustments under this section.

**C. County Liabilities**

**1. Bonding and Surety Instruments**

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

**VIII. PRIVACY AND CONFIDENTIAL INFORMATION**

**A. Records**

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

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

## **B. Confidentiality**

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

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

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

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

## **C. Breach of Confidentiality**

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

If an unauthorized use or disclosure of Personally Identifiable Information or Individually Identifiable Health Information results from a breach by the County of the terms of this Contract, the County shall take prompt commercially reasonable steps to minimize the risk of another such unauthorized use or disclosure or to mitigate any harmful effects of such unauthorized use or disclosure. The County shall reasonably cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such actual breach, or to recover its Personally Identifiable Information or Individually Identifiable Health Information, including complying with a reasonable Corrective Action Plan as provided for in Section XII C, including a mutually agreeable plan for the preparation of notices to the affected individuals who are entitled by law to receive notification. If the parties agree that the State will provide such notices, the County shall also reimburse the State for its reasonable and direct out-of-



pocket costs of its notification of such affected individuals. If as the result of a single incident, the state is required to notify 1,000 or more individuals that personal information pertaining to the individual has been disclosed, the County shall also reimburse the State for its reasonable and direct out-of-pocket costs for credit monitoring, including identity theft insurance for such affected individuals. To the extent that the County complies with the Department's directives regarding the release of information, the County shall be held harmless from claims by the Department relating to unauthorized use or disclosure.

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

### **A. Records**

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

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

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

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

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

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

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

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

### **C. Information Technology**

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

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

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

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

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

Contract provisions that apply to County staff also apply to Subcontractors and other staff authorized by the County to carry out Contract responsibilities. In the event that Subcontractors or other individuals request access to the State's automated systems, the County Security Officer will ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.

Prior to requesting access for Subcontractors or other authorized staff, the County will prepare and submit to the Department properly executed data sharing agreements or other appropriate confidentiality agreements as defined by the Department. The agreements will address compliance with relevant State and Federal confidentiality regulations, and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.

**X. ACCOUNTING REQUIREMENTS**

**A. Accounting Records**

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

**B. Accounting System**

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

**C. System Requirements**

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

**D. Reconciling Reports**

The County shall reconcile costs reported to the Department to expenses recorded in the County's accounting system on an ongoing and periodic basis. The County agrees that reconciliation will be completed at least annually within 90 days of the expiration of the Contract period. Documentation to support all claimed expenditures shall be supplied to the Department upon request. The County shall retain the reconciliation documentation in accordance with record retention requirements.

**E. Accounting Period**

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

**F. Cost Allocation Plan**

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

**G. Cost Sharing Allocation Plan**

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

**XI. AUDITING REQUIREMENTS**

**A. Requirement for 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 Circular A-133](#), Audits of States, Local Governments and Non-Profit Organizations, and, Audits of States, Local Governments and Non-Profit Organizations, and Supplements.
- The *State Single Audit Guidelines (SSAG)*, including the yearly Appendix, which are applicable to local governments having A-133 audits; and/or
- The *Provider Agency Audit Guide (PAAG)*. All Counties which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

**B. Source of Funding**

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

**C. Single Audit Reporting Package**

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

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

#### **D. Close-out Audits**

1. A Contract specific audit of an accounting period of less than twelve (12) months is required when a Contract is terminated for cause, when the County ceases operations or when the County changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out Contract specific audit may be waived by DCF upon written request from the County, except when the Contract is terminated for cause. The required close-out audit may not be waived when a Contract is terminated for cause.
2. The County shall ensure that its auditor contacts DCF prior to beginning the audit. DCF, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the County and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DCF, is the responsibility of the County.
3. DCF may require a close-out audit that meets the audit requirements specified in Section X, A, above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

#### **D. Submitting the Reporting Package to DCF**

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

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

DCFAuditors@wisconsin.gov

Telephone: (608) 264-6992

#### **E. 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.

#### **F. 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.

#### **G. Failure to Comply with the Requirements of this Section**

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

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

## **XII. MONITORING AND COMPLIANCE REVIEWS**

### **A. Monitoring**

The Department will monitor the County's general compliance and adherence to the terms of the Contract and the Scope of Service provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by the Department.

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

- Adherence to the terms and conditions of the Contract,
- Adherence to State and Federal laws governing the Contract,
- Achievement of program performance standards,
- Adherence to fiscal reporting and cost allocation requirements, and
- Customer satisfaction and quality of services provided.

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 thirty (30) 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 within 30 days, or other date upon mutual agreement, to specify actions that will be taken by the County to address findings and recommendations in the review report. 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 10 days of the date of the notice under this section, unless the Department approves an extension. The Department must approve the County's plan for corrective action. Failure by the County to fully implement the approved Corrective Action Plan may result in a payment reduction to be determined by the Department. Failure to comply with any part of this Contract may be caused for revision or termination of the Contract.

**D. Notice to DCF**

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

### **XIII. DISPUTE RESOLUTION**

#### **A. General Dispute Resolution Process**

If a dispute arises between DCF and the 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 filling 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. 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.

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

#### **A. Applicable Laws**

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

#### **B. Compliance with Federal Regulations**

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

In conformance with Federal law, the authorized County representative must review, sign, and return the Certificate Regarding Debarment and Suspension form. (Appendix A)

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

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

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

All Primary Recipients receiving a Grant Award, contract or agreement from the Department of Children and Families (DCF) must complete and submit a new CRC LOA by January 3, 2014 or within 15 working days from the date the grant, contract or agreement was signed, if the agreement is signed after January 1, 2014.

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, 2014 – December 31, 2017.

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 website with Instruction and Templates necessary to complete both your CRC LOA and CRC Plan to meet civil rights requirement is located at:

<http://dhs.wisconsin.gov/civilrights/CRC/Requirements.htm>

Additional resources and training information are available at:

[http://dcf.wisconsin.gov/civil\\_rights/default.htm](http://dcf.wisconsin.gov/civil_rights/default.htm)



Contract Appendix A:

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS**

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By signing and submitting this proposal, 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 proposal 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 proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal 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 48 CFR part 9, subpart 9.4, 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 proposal 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 48 CFR part 9, subpart 9.4, 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 48 CFR part 9, subpart 9.4, 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 (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
  - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
  - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract

_____	_____
(Signature of Official Authorized to Sign Application)	(Date)

_____	_____
(Print Name)	(Title)

_____	_____
(Agency / County Name)	(Title of Program)

Contract Appendix B:  
**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.

\_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Agency / County Name)

\_\_\_\_\_  
(Title of Program)

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p>a. Contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing</p> <p>b. material change</p> <p><b>For Material Change Only:</b></p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 150px;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>_____</p> <p>Congressional District, if known: _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>_____</p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	

<p><b>11. Amount of Payment</b> (check all that apply):</p> <p>\$ _____                      <input type="checkbox"/> actual                      <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p>
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DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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.C. 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to Subcontracts, subgrants and Contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", 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-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 entity 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. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

Contract Appendix C:  
**MINORITY BUSINESS PARTICIPATION REPORT**

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

Return via FAX to:  
 OR  
 Return via e-mail to:

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

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, 608-266-5309 or 608-266-1539

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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)



Contract Exhibit 1  
**2014 CHILD CARE SCOPE OF SERVICES  
FOR COUNTIES**

**CHILD CARE ADMINISTRATIVE AGENCY RESPONSIBILITIES**

The County shall perform the services specified in the Scope of Services pursuant to and in compliance with Wis. Stat. ss. 48.651 and 49.155, DCF Administrative Rules, Wisconsin Shares Child Care Assistance Manual, Operations Memos, Technical Assistance Memos, Administrator's Memos, state and federal law, and the Department of Children and Families requirements. Responsibilities include performing child care eligibility, child care eligibility redetermination, child care authorizations, provider and client fraud prevention, and certification.

**Child Care Policy Advisory Committee**

In consultation with the Department, WCHSA may establish a child care advisory committee to provide input and feedback to the Department on matters relating specifically to the child care program.

Upon agreement between the Department and the WCHSA single statewide point of contact, the Department may distribute advance copies of new policy directives and manual releases to the child care policy advisory committee for review and comment. The Department may schedule meetings as needed with the child care policy advisory committee.

**1. Funding**

The funding includes allocations for Child Care Administration, Supplemental Fraud, and Child Care Certification. The amount of funding for each allocation is specified in the funding table in this Contract and will appear on the Central Office Reporting (CORE) system separate of other available funds. See Department of Children and Families, DECE Administrator's Memo #13-01 for details on the allocations

- a) Child Care Administration funds are to be used by the County for the administration and operation of the child care program including funds for the determination and redetermination of child care eligibility.
- b) Supplemental Fraud funds must be used for expenses associated with fraud prevention, fraud identification, overpayment calculation, and recovery of overpayments. This allocation is a separate appropriation and should be spent first. After the Fraud allocation is fully expended, any additional fraud-related expenses may be charged to Child Care Administration funds.
- c) Child Care Certification funds are to be used by the County for child care certification applications, renewals, background checks, site visits, compliance monitoring, training, complaint processing, and certificate issuances.
- d) Child Care Benefits are determined and paid through the Client Assistance for Re-employment and Economic Support (CARES) system. However, in the rare event specific benefits are not properly processed and paid by CARES, the County may issue child care benefits and claim reimbursement on CORE.
- e) County agencies may request to transfer base allocation funding from Administration to Certification or Certification to Administration as needed during the Contract year. Transfer requests must be in writing and include a justification for the transfer, as demonstrated through CORE expenditures. Requests must be reviewed and approved by the Department.

**2. Subcontracting**

The County shall:

- a) Obtain prior written approval from the Department before subcontracting for any services required under this Contract. The Department reserves the right to withhold or withdraw approval for subcontracted services if the Department has reason to believe that there is a conflict of interest or that the subcontractor may be unable to perform services as specified under this Contract.
- b) If the County subcontracts for any services under this Contract submit all subcontract documents to the Department for review, and include the County's plan to monitor the subcontracted agency.
- c) Submit to the Department signed copies of all subcontract documents for the upcoming Contract year by December 31.

**3. Agency Summary**

The County shall prepare the Annual Agency Summary for the following calendar year and submit it to the Department by October 31.

**4. Conflict of Interest**

The County will ensure that employees and subcontractors who determine child care eligibility, issue child care authorizations, or certify child care providers are not child care licensees, owners or directors of a child care facility or do not otherwise have a financial interest in a child care facility where Shares authorizations are used.

**5. Cooperation**

The County shall cooperate with the Department, W-2 Agencies, and other contractors in the administration of child care or certification of child care providers.

**6. Reporting**

The County shall submit reports specified by the Department in compliance with state and federal requirements.

**7. Training**

The County shall:

- a) Ensure that staff responsible for administering the child care subsidy program, determining eligibility, authorizing care, and certifying child care providers receive Department approved training within six (6) months of assuming those responsibilities. DCF Administrative Rule 201.05 (2) and 202.
- b) Ensure that appropriate staff attend Department-sponsored trainings which are announced as mandatory, either in person or as otherwise arranged.

**8. Meetings**

The County shall:

- a) Utilize the Child Care Program Committee meetings and other announced meetings to collaborate, to bring forth best practices, and to share information pertinent to child care administration.
- b) Utilize the Bureau of Early Care Regulation (BECR) Child Care Regional Networking and Certification Round Table meetings to collaborate, to bring forth best practices and to share information pertinent to child care program certification.

**9. Legal Proceedings**

The County shall:

- a) Provide corporation counsel legal representation at Chapter 68 and Chapter 227 hearings, and for agency actions taken under Wis. Stat. § 49.155, 49.151(2), or DCF 201 or DCF 202, as needed.
- b) Provide timely notice to DCF legal counsel if an individual is represented by legal counsel.
- c) Provide timely notice to DCF legal counsel if a decision is appealed to circuit court or a higher court.

**10. Child Care Administration**

The County shall:

- a) **Determine Eligibility:** Process initial applications, conduct interviews, obtain required verifications and run eligibility in CARES/CWW.
- b) **Redetermine Eligibility:** At intervals or as otherwise required by the Department, conduct reviews to redetermine the financial and nonfinancial eligibility of the individual receiving child care subsidies under this section Wis. Stat. § 49.155 (3). Redetermine parent eligibility in a timely manner following the receipt of a parent's report of change in circumstances affecting his or her eligibility, and at least every six months pursuant to DCF 201.04 (3).
- c) **Child Care Selection Assistance:** Assist individuals who are eligible for child care subsidies under this section to identify available child care providers and select appropriate child care arrangements through referrals to the local child care resource and referral agencies.
- d) **Authorizations:** Determine and authorize the amount of child care for which an individual may receive a subsidy as set forth in the Wisconsin Shares Child Care Assistance Manual Chapters 1 and 3, and Appendices, and Operations Memos.
- e) **Co-Payments:** Determine an individual's liability for copayments, and enter the accurate copayment code for the case type.
- f) **Good Cause:** Determine good cause for absences if the approved activity is unsubsidized employment.

- g) **Provider Reimbursement Processing:** Develop and communicate to providers, policy regarding the last day/time in which providers are able to submit Attendance Report Forms (or CCPI online attendance reporting) to guarantee issuance within ten (10) business days. Should the County have program integrity concerns related to a provider's submitted attendance report, additional time may be given for processing.
- h) **Attendance Entry Method:** Determine appropriate mode of child care provider attendance entry (Weekly, Daily, In and Out).
- i) **Special Needs Children:** Determine special needs child care and rates on a case-by-case basis.

#### **11. Program Integrity and Fraud**

The County shall:

- a) **Fraud Plan:** Submit a fraud plan for the following calendar year to the Department by October 31. The fraud plan must identify agency operations, outline procedures, and show responsibility for ensuring program integrity as required under the Child Care Fraud Plan Guidelines relating to providers and clients.
- b) **Investigations:** Investigate all providers and clients referred or identified by internal program integrity efforts, as provided in the Wisconsin Shares Child Care Assistance Manual, Chapters 2A and 2B.
- c) **Overpayment Recoveries from Parents:** Recover from a parent, all funds paid to a child care provider when the parent was not eligible for the level of benefit, regardless of whether the payment was the result of an administrative error, client error, or intentional program violation.
- d) **Overpayment Recovery from Providers:** Recoup or recover from a provider, all overpayments made for child care services for which the provider was responsible or overpayments caused by administrative error, provider error, or intentional program violation.

#### **12. Child Care Certification**

The County shall certify child care programs under s. 48.651 and in accordance with DCF 202 and s. 48.685 in the Wisconsin Caregiver Law.

County certifiers shall:

- a) Comply with all requirements for conducting background checks under Wis. Stat. 48.685 and the Child Care Certification Caregiver Background Check Manual related to caregiver background checks.
- b) Investigate and document all reference cases generated and referred by the DCF Monthly Match with Wisconsin Circuit Court Consolidated Court Automation Program (CCAP)/Sex Offender Registry (SOR)/eWISACWIS Findings (child protective services) in a timely manner.
- c) Visit each certified child care program a minimum of once every two years and every time a provider moves to a new location. Cite all violations of certification rules as outlined in DCF 202. Ensure that certified providers are appropriately sanctioned as required by Department policy.
- d) Enter into WISCCRS all child care certification applications, renewals, background checks, trainings, site visits, violations/noncompliance, compliance statements, complaints and certificate issuances.
- e) Scan and upload required documents into WISCCRS, as required by Department policy.
- f) Complete and submit annual Department Certification Survey.
- g) Participate in the Certification Agency Review process by providing requested information and access to provider files, and by responding to Compliance Findings and Recommendations.
- h) Notify the Bureau of Regional Operations when there is a change in the county staff or subcontractor staff responsible for performing certification activities.

#### **13. Systems Maintenance**

The County shall:

- a) Maintain child care provider records in the CSAW/WISCCRS system, including but not limited to:
  - Entering child care provider regular and part time rates.
  - Updating direct deposit information for electronic fund transfers (EFTs).
  - Maintaining accurate W-9 information for out-of-state providers.
  - Maintaining provider records in the WISCCRS.
- b) Approve or deny CCPI security access for providers.
- c) Route appropriate approvals for worker access to the state's automated systems, and timely eliminate access to the state's automated systems when workers leave employment or no longer require access.

#### **14. Access to Systems**

The County will provide computers and internet access for persons working on child care so staff has ready access to the Department's policies and procedures.

#### **15. Federal Improper Payment, Legislative Audit Bureau, and Other Monitoring Reviews and Audits**

The County shall:

- a) Provide all case records and take required actions as requested by the Department for the Federal Improper Payment Review, case reviews conducted by the Legislative Audit Bureau, case reviews conducted by the Department, and other monitoring reviews.
- b) Comply with corrective action activities related to case reviews, and other state and federal audits.
- c) Complete child care quality assurance activities and adhere to child care performance standards established by the Department.

#### **16. Performance Standards**

The Department shall:

- a) Establish child care program performance standards to address audit findings and other program concerns in consultation with WCHSA representatives.
- b) Periodically publish performance results for each County. The County shall make every reasonable effort to meet the performance standards and will cooperate fully with the Department to remedy any barriers to meeting the standards. The Department will not impose financial penalties in the event the County fails to meet any performance standard, if that failure is beyond the County's reasonable control, and without the fault or negligence of the County. The Department may use performance results to target monitoring actions, and when appropriate, require corrective action.

#### **17. Customer Satisfaction**

The County shall:

- a) Periodically obtain feedback from Wisconsin Shares applicants and participants about the level of satisfaction with services of the County to identify barriers to the provision of quality services and to improve service delivery. The County may use a variety of methods to assess its customer service delivery system.
- b) Develop a Customer Service Plan, as directed by the Department.

#### **18. Termination for Cause**

The Department may terminate this Contract after providing the County with thirty (30) calendar days written advance notice of the County's failure to satisfactorily cure an identified deficiency in performance as specified in Section XII of the Contract.

#### **19. Transition on Termination or Expiration of Contract**

The parties acknowledge that the continuing provision of services requires that there be no disruption of services during a turnover from the County to the Department or to a successor Contractor at the termination of this Contract. Accordingly, upon the termination of this Contract or upon Contract expiration, each party will cooperate fully in providing for an orderly transition to the Department or to a successor Contractor to minimize disruption of the services performed under this Contract, as follows:

- a) **Transition Plan.** Within 15 business days of a notice provided under Section 18, Termination for Cause, the County shall develop a plan for the complete transition of the County's responsibilities to the Department or to a successor Contractor. The Transition Plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information including paper and electronic files held by the Contractor or its subcontractors. The Transition Plan is subject to approval by the Department.
- b) **Management.** Each party shall designate a Transition Coordinator. The Department's authorized Transition Coordinator will oversee the transition by coordinating activities under the Transition Plan. The County shall designate a person responsible for coordinating transition responsibilities and will assign staff as the Department determines is necessary to assist in the transition. Status meetings including all parties involved in the transition will be held as frequently as the Department determines is necessary.

- c) **Transfer of Records.** At the Department's request, the County will transfer at no cost to the Department records regarding the individuals and providers who received services under this Contract. The transfer of records includes transfer of any record, regardless of the media by which records are maintained.
- d) **Close-out Audits.** The Department reserves the right to request or conduct a close-out audit at the termination of the Contract.

***End of Scope***