

Bureau of Finance  
201 E. Washington Ave., Room A200  
PO Box 8916  
Madison, WI 53708-8916

Governor Scott Walker  
Secretary Eloise Anderson

**CONTRACT**  
by and between the  
**Wisconsin Department of Children and Families**  
and  
**MILWAUKEE COUNTY**

CONTRACT NO:  
336

COMMODITY OR SERVICE and DEFINITION:  
CY2012 Child Support Program Services

CONTRACT PERIOD:  
January 1, 2012 – December 31, 2012

FUNDING PERIOD:  
January 1, 2012 – December 31, 2012

DCF Program Administration  
Child Support Regional Administrator  
Southeastern Region  
Jo Kutzner  
jo.kutzner@wi.gov, (262) 521-4472

Contract Billing and Payment Terms  
Quarterly payments submitted via CORE  
Based on monthly invoices

**COUNTY CHILD SUPPORT AGENCY INFORMATION:**

County Name: MILWAUKEE COUNTY  
County Authorized Representative: Chris Abele  
County Address: Milwaukee County Courthouse, 901 N. 9th St., Rm 306  
County City, State, Zip: Milwaukee, WI 53233  
County Phone/Fax Number: (414) 278-4211 (Phone); (414) 223-1375 (Fax)  
County Administrator: Chris Abele  
County Email: countyexec@milwcnty.com


**Funding Information:**

Contractor: MILWAUKEE County		Agency Code #: 40		Contract # 336
Funding Period: 01/01/12- 12/31/12				
Commodity or Service Description	CORE Contract Code Number	2012 Initial Contract Amount	Contract Change	Total Contract Balance
State GPR Allocation for Child Support Program Services	7502	\$1777468		\$1777468
Federal Match on State GPR Allocation for Child Support Program Services	7477	\$3450379		\$3450379
Federal Performance Incentive Allocation for Child Support Program Services	7610	\$3993237		\$3993237
Medical Support GPR Allocation for Child Support Program Services	7606	\$35479		\$35479
Federal Match on Medical Support GPR Allocation for Child Support Program Services	7477	\$68871		\$68871


**Total Contract Value: \$9325434**

The Department and the Contractor acknowledge that they have read the Contract and the attached exhibits, addendums and requirements, understand them and agree to be bound by their terms and conditions. Further, the Department and the Contractor agree that the Contract and the exhibits and 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.

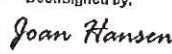
**Signatures**

  
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 County Authorized Representative  
 County Name

1/25/2012  
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 Date

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 Kristiane Randal, Administrator  
 Division of Family and Economic Security

12/27/2011  
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 Date

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 Joan Hansen, Deputy Secretary  
 Department of Children and Families

12/27/2011  
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 Date

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Exhibit #1, Attachments A, B, and C

**CY 2012 STATE/COUNTY CONTRACT  
COVERING THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT AND  
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS**

**THIS CONTRACT** is made and entered into for the period of January 1, 2012, through December 31, 2012, by and between the Department of Children and Families, hereinafter referred to as "Department," of the State of Wisconsin hereinafter referred to as "State", and the County Board of Supervisors and its designated Child Support Agency under Wis. Stat. §. 59.53 (5), hereinafter referred to as CSA.

**WHEREAS**, the Department and the CSA are directed by Wisconsin Statutes section 59.53(5) to enter into a Contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity, and Medical Support Liability Programs under Wis. Stat. §. 49.22; and;

**NOW, THEREFORE**, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the CSA agree as follows:

1. **Definitions.** The following definitions apply to the terms used in this Contract unless the context clearly requires otherwise:
  - 1.1 **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.
  - 1.2 **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. Contract amendments must be made in consultation with the County Contract Committee.
  - 1.3 **Contract Appendix.** An addition to the main body of the Contract that is attached prior to the parties signing the Contract. An appendix does not require signatures of either party.
  - 1.4 **Contract Manager.** The contact person for each of the parties. The Department's Contract Manager is the official contact with the CSA and is responsible for enforcing provisions of the Contract including fiscal and programmatic, and assuring that the provisions are carried out by the CSA.
  - 1.5 **Contract Supplement.** A signed memorandum from the Department that notifies the CSA 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 CSA.
  - 1.6 **County Contract Committee.** The County Contract Committee is a subcommittee of the members of the child support policy advisory committee (PAC) that serves to advise the department on matters relating to child support incentive payments.
  - 1.7 **CSA Attorney.** Child Support Attorney means the attorney under Wis. Stat. § 59.53 (6) employed by or contracted by the county board to provide support enforcement services specified under this contract on behalf of the Department.

- 1.8 **IV-D Program.** The Wisconsin program that provides child, spousal and medical support services, and paternity establishment services to parents and other custodians pursuant to 45 CFR 300 series, Wis. Stat. §. 49.22 and Wis. Stat. §. 59.53 (5).
- 1.9 **Policy Advisory Committee (PAC).** The Child Support Policy Advisory Committee is a group established in accordance with the Department's Policies and Procedures, made up largely of Child Support Agency (CSA) directors to provide input to the Division of Family and Economic Security (DFES) Administrator on matters relating to child support.
- 1.10 **"Parties"** means the Department of Children and Families ("Department") and CSA collectively.
- 1.11 **"Participant"** means an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.12 **Single Statewide Point of Contact.** The Child Support Policy Advisory Committee (PAC) shall serve as the Single Statewide Point of Contact under this Contract to advise DFES management on issues related to implementation of programs and services under this Contract.
- 1.13 **State Disbursement Unit (SDU)** is the unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Wisconsin Support Collections Trust Fund (WI SCTF) located in Milwaukee. The State of Wisconsin is currently contracting with a private vendor, ACS State and Local Solutions, Inc. for SDU operations.
2. **Appointment of Contract Manager.** Each of the parties shall have a Contract Manager. The Department's Contract Manager is the Child Support Regional Administrator. The CSA Contract Manager is the individual responsible for managing the CSA as designated by the County Board.
3. **CSA's Duties and Responsibilities.** The Department notes that county child support agencies have been subject to significant reductions in the funding levels available to operate the child support program. The CSA shall:
  - 3.1 **General Requirements.** Implement and administer the responsibilities specified in this Contract with respect to the Child and Spousal Support and Establishment of Paternity and Medical Support Liability programs provided for by Title IV of the federal Social Security Act, in accordance with the language of Wis.Stats. §. 59.53(5) and other state and federal statutes, state administrative rules, federal regulations and controlling court cases in effect during the term of this Contract. The CSA agrees that the functions performed and services provided or purchased by the CSA, as specified in this Contract, shall be performed in accordance with statutes and rules stated above and the Department's Administrator's Memo Series, the Child Support Bulletins, the Bureau of Child Support (BCS) Memo Series, the Bureau of Child Support Letters Series, the Wisconsin Child Support Procedures Manual, the Wisconsin Child Support Policy and Program Administration Manual, the Wisconsin Child Support Forms and Documents Manual, the Wisconsin Child Support Report Manual, the BCS Workweb, the Central Office Reporting (CORe) instructions, state and federally approved corrective action plans, fiscal audits, and fact sheets as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

**3.2 Provide Services.** Provide all appropriate child, spousal, and medical support services, and paternity establishment services to all cases participating in public assistance programs under Wis. Stat. §. 49.145, Wis. Stat. §. 49.19, and Wis. Stat. §. 49.45 including Kinship Care (Wis. Stat. §. 48.57(3m)), Wisconsin Works (Wis. Stat. §. 49.141), Work Experience for Non-custodial Parents (Wis. Stat. §. 49.36), Medical Assistance Wis. Stat. §.49.45 and to all cases involving individuals in which application is made.

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

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

**3.2.2 Establish Administrative Complaint/Fact Finding Process.** In accordance with 45 CFR 303.35 and Admin Rule DCF 102 Child Support Cooperation for W-2, establish an Administrative Complaint Process to respond to participant complaints, and maintain a file of all administrative complaints received and the written determinations issued by the fact finder.

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

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

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

Use the standard cooperative agreement developed in cooperation with WCSEA to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 CFR 303.107. Administrative reimbursement is available for services provided under a cooperative agreement for the calendar quarter during which the agreement is signed and for subsequent calendar quarters covered by the agreement. If no signed cooperative agreement is in place for a calendar quarter, no Federal reimbursement is available for that calendar quarter.



Submit copies of the signed agreements and the three required attachments to the CS Regional Administrators by January 31. Copies of signed cooperative agreement must be provided to the CS Regional Administrator no later than March 31, to claim IV-D FFP reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

The CS Regional Administrator must review the agreements and notify the CSA within 20 business days if the agreement, on its face, fails to meet the minimum specifications required under BCS policy.

If anytime during the contract year, the CSA enters into agreements with additional cooperating agencies, the agency must immediately send a copy of the new agreement and the required attachments, to the CS Regional Administrator.

Agencies may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter that copies of appropriately signed cooperative agreements and the required attachments have not been provided to the CS Regional Administrator by the end of that calendar quarter.

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

Copies of Specialized Service Contracts (SCs), defined as inter-county agreements to provide child support services, must be submitted to the CS Regional Administrator within 30 days after the agreement is signed by the counties.

- 3.6 Notification of DCF Legal Counsel.** The CSA or the CSA attorney as defined in §. 59.53 (6), Wis. Stats. shall notify the DCF legal counsel in a timely manner of any IV-D case that is appealed to the Court of Appeals or the Supreme Court.

- 3.7 Internet Access.** Have and maintain access to the Internet for all of the CSA caseworkers.

- 3.8 Provide Information.** Provide any information requested for federal program reviews and audits.

- 3.9 Information Technology Security.** Provide for information technology security in accordance with the Department's policies and procedures.

**3.9.1 CSA Security Officer.** Designate an employee as Functional CSA Security Liaison or Backup County Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

**3.9.2 Security Manual.** Adhere to the Department's policies and procedures as provided in the Security Manual.

- 3.10 Cooperation with Other Agencies.** Agree that the CSA will cooperate with county, tribal, and state-operated Economic Support agencies, Wisconsin Works agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the Child Support program.
- 3.11 Kids Information Data System (KIDS).** Agree to cooperate with the operation of KIDS as agreed upon by the Department and the CSA. The CSA and Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract. Both parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The Department acknowledges its responsibility to maintain KIDS in maximum functional status for the benefit of all CSA and state users. The Department agrees to take all necessary actions to assure the uninterrupted availability of KIDS during normal business hours.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the Department under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support enforcement or program administration.
- 3.13 CSA Budget.** CSA will submit the annual budget to the Child Support Regional Administrator by March 31 of each year. The budget will include the projected expenditures for the child support agency and the projected child support expenditures for each cooperative agency. For cooperative agreements signed after the first quarter, the CSA will submit the signed cooperative agreement and the projected expenditures by the end of the quarter that the cooperative agreement is signed.
- 3.14 Maintain KIDS Financial Records.** Be responsible to maintain and update KIDS financial information including the following:
- 3.14.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
- 3.14.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the Department's policies and procedures.
- 3.15 Failure to Maintain KIDS Financial Records.** The CSA shall be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the CSA to maintain proper KIDS financial records.
- 3.16 Reimbursement for Failure to Follow Policy.** The CSA shall be responsible for reimbursement to case participants when the reimbursement is caused solely by the failure of the CSA to follow State statute, DCF written policy directives, or published IV-D directives that are communicated appropriately and timely to the CSA by the Department. In the event of a dispute, the CSA may follow the procedures under Sections 13 Disputes and 14 Hearings.
- 3.17 Collections, Receipts, and Disbursements.** Pursuant to BCS policy, (1) redirect all child support payments to the WI SCTF, (2) forward any child support or other support related payments received by the county to the WI SCTF for receipting into KIDS within 24 hours; (3) permit the State Disbursement Unit to receipt and deposit collections made payable to the county; (4) collect the Parent Locator Service fee under 45 CFR 303.70 and any other fees authorized by the Department.

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

**3.19 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participants and case records including records maintained on KIDS.

**3.19.1 Cooperating Agencies and Compliance with Regulations.** Ensure that cooperating agencies have available all information necessary to perform the task under the cooperative agreement. The CSA will include in the agreement language that addresses compliance with state and federal confidentiality regulations. This language shall specify that the cooperating CSA will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D program. CSA and/or county security staff have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for KIDS access must be approved by the appropriate Functional CSA Security Liaison and Backup County Security Officer or County Security Officer before state security staff will process the request.

**3.19.2 Others Requesting KIDS Access and Compliance with Regulations.** In the event that other individuals request access to the KIDS system through the CSA, the CSA shall recommend and grant access only for the purpose of administration of the IV-D Program. The CSA will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the Department prior to the Department granting such access. The agreements will address compliance with relevant state and federal confidentiality regulations specifying that the individuals granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the Child Support Program. CSA and/or County Security staff will have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. All requests for KIDS access must be approved by the appropriate county CSA security officer or backup security officer before state security staff will process the request.

**3.20 IRS Contract Language for General Services.** The CSA agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103 and IRC 7213). The required IRS contract language for ensuring the confidentiality of IRS information is stated below.

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

**3.20.1 Performance.**

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

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

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

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

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

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### **3.20.2 Criminal/Civil Sanctions.**

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

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

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

**3.20.3 Inspection.** The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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

Counties must have a minimum bonding amount of \$30,000 per employee. DCF has determined this amount sufficient to cover employee dishonesty. Counties that do not have a bonding policy in place may establish a self-bonding system to satisfy the bonding requirements.

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

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

**4. Department's Duties and Responsibilities.** The Department shall:

- 4.1 General Requirements.** Perform the duties and responsibilities specified in this Contract in accordance with the state and federal statutes, state administrative rules, federal regulations, and controlling court cases, in effect during the term of this Contract.
- 4.2 Administrator's Memos/Child Support Bulletins.** Maintain an index listing of all the Administrator's Memos, BCS Letters, and Child Support Bulletins released during the contract year that apply to the Child Support Program.
- 4.3 Policy Directives.** Develop and maintain policy directives for administrative and enforcement activities relating to the Child and Spousal Support and Establishment of Paternity Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes, federal regulations, state administrative rules, and controlling court case(s) in all policy directives. Such citations shall be incorporated into relevant resource materials, including child support manuals, fact sheets, and training materials. Provide notification of new requirements within 30 days of enactment. Maintain a comprehensive index listing all major child support topics with links to available resource materials on each topic.
  - 4.3.1 New Initiatives or Programs.** Develop a contract addendum or amendment negotiated and executed under separate cover for any new initiatives or programs other than those specifically mandated by federal or state laws, rules or regulations. The Department shall consider the fiscal impact on the CSA, and consult with PAC before implementing the initiative or program. It is not the Department's intent to impose unilaterally any new, unbudgeted initiatives or programs on the CSA.
  - 4.3.2 Reasonable Time Period to Implement.** Allow the CSA a reasonable time period in which to implement fully Department directives. Department directives, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the Department in accordance with the implementation timeframes of the federal or state laws, rules and regulations or court action.
  - 4.3.3 Extension of Time Period to Implement.** Allow the CSA to request an extension of the time period for implementing program requirements, which have a significant impact on the CSA and are not mandated by state or federal law or court order. The CSA may submit documentation of the hardship imposed, and the Department may then grant up to 45 days of exception to the implementation requirements.
- 4.4 Policy Change.** If the Department proposes a change to the requirements in the functions performed, and services provided or purchased by the CSA which is not the result of implementation of state or federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the Department shall consider the fiscal impact on the CSA, and consult with PAC on any change determined by the Department to have a substantial fiscal impact before implementing the change to the requirements. It is not the Department's intent to impose unilaterally any new, unbudgeted activities on the CSA.

- 4.5 Advanced Manual Releases.** Distribute an advance copy of the Wisconsin Child Support Policy and Program Administration Manual releases to the Wisconsin Child Support Enforcement Association (WCSEA) Review Panel. The Review Panel will be given an opportunity to provide input on the manual releases they receive. The state's objective is to issue manual releases within six months of the enactment of child support related laws, statutes, or the issuance of the regulations.
- 4.6 Monitoring.** Monitor the CSA's responsibilities as defined in this Contract, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.7 Consultation and Assistance.** Provide consultation and technical assistance on the child support program to CSAs.
- 4.8 Comprehensive Training.** Provide comprehensive statewide training for CSA personnel including, but not limited to, new worker training, training related to new initiatives and KIDS enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Child Support Training Advisory Committee (CSTAC). Child Support training materials and curriculum shall be made available to CSAs. Provision of classroom training and onsite training is subject to BCS budget limitations.
- 4.9 Information to the Public.** Provide the public with information on the Child and Spousal Support Program, and provide customer service related to **any new** centralized Child Support services.
- 4.10 Standard Cooperative Agreements.** Use the standard cooperative agreements that conform to state and federal laws.
- 4.11 Central Registry.** Provide Central Registry services to agencies.
- 4.12 KIDS Maintenance.** Ensure ongoing maintenance of KIDS.
- 4.13 KIDS Enhancement.** Responsible for the modification and enhancement of the KIDS system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports CSA program operations and performance improvements. The Department agrees to continue to take all necessary actions to modify the IV-A to IV-D (CARES/KIDS) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of KIDS, and implement DocGen replacement in a timely and effective manner.
- 4.13.1 Child Support Customer Area Advisory Group (CSCA).** The Department shall establish the CSCA with four CSA representatives from four different agencies, appointed by the Wisconsin Child Support Enforcement Association (WCSEA). At least one of the appointed representatives shall have KIDS financial expertise. The Department will consult with the counties via the CSCA regarding the prioritization of KIDS programming projects.
- 4.14 Ownership of Software.** Retain all ownership rights in any state owned software or modifications thereof and associated documentation designed, developed, or installed as a result of this Contract.

- 4.15 Delegation of Authority.** Delegate to Agency support enforcement attorneys, as defined in §. 59.53(6), Wis. Stats., its authority to establish paternity and to establish and enforce child support obligations by appearance in circuit court and, with prior approval of the Department, appearance in appellate court. The Department agrees to assist the Agency in preparation of appeals, upon request.
- 4.16 Provide Direct Technical Assistance to Agencies.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct technical assistance to agencies, including assistance related to child support policy, KIDS processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.17 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participant and KIDS records.
- 4.18 Tax Intercept.** The Department shall certify arrears for tax intercept and other certifiable debts using KIDS account balances as well as receive, distribute, and disburse tax intercept funds centrally through KIDS, and make information available in KIDS and other reports.
- 4.18.1 Guardian Ad Litem Debts.** Pursuant to Wis. Stat. §. 71.935, on behalf of the county, certify guardian ad litem debts owed to the county to the Department of Revenue tax refund offset program in accordance with tax certification policies established by the Department.
- 4.19 State Disbursement Unit (SDU) Advisory Group.** The Department shall designate a SDU Advisory Group. The Advisory Group shall include up to seven (7) CSA representatives, the CS Regional Administrators and other BCS staff and representatives from the Trust Fund. The Advisory Group shall be coordinated by a DFES staff member.
- 4.20 New Hire Reporting.** Ensure employer compliance with the reporting requirements under DCF Rule 152 (New Hire Reporting).

**5. Procurement.**

- 5.1 Equipment.** The CSA may purchase and install equipment in accordance with the Department's policies and procedures. The CSA shall be responsible for inventory, maintenance, replacement, and security of all this equipment.

The CSA shall keep all state owned automation equipment that is located in the CSA in a secure place and compensate the Department for any theft, damage, or other loss of equipment if the Department's prescribed security precautions have not been met.

**6. Allocations.**

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



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

**7. Fees.**

**7.1 Federal Parent Locator Service (FPLS).** Agencies shall be charged back FPLS fees based upon the CSA's percentage of the statewide total contract allocation as of January 1 of the contract year. The CSA's percentage will be multiplied by the total amount of the FPLS fees charged to the Department by the federal Office of Child Support Enforcement.

**8. Funding.** Except as provided in Section 15.6.3 and 15.7, the CSA agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization, and budget appropriations including those made by current Chapter 20, Wis. Stat. and if, during the term of this Contract, the state appropriations which fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the CSA's obligation to fund and provide such service programs under this Contract is suspended.

**8.2 Additional Funding.** The Department shall work with the CSA through the PAC to provide notice of any additional funding available to the CSA prior to its effective date. In the event that it is not possible to provide notification prior to the effective date, and to the extent allowed by law, the time period will be extended to provide the CSA the maximum period for use of the funds.

**9. Payment.** The Department shall reimburse the CSA for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the Department under this Contract are contingent upon: (a) substantial compliance by the CSA 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 of expenditures for non-expendable personal property by state and federal cost allocation units.

The Department may reduce payments pursuant to state or federal audits. However, legislative authority is required for imposition of any federal Performance Audit/Review sanctions. Routine financial audits, such as performed under the single audit, do not require legislative authority.

**9.1 Reimbursement Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the Department's cost reporting system. The electronic expenditure report must be submitted to the Department on or before 4:30 on the 23<sup>rd</sup> day of the month following the month for which reimbursement is being claimed. If the 23<sup>rd</sup> day of the month falls on a non-business day for the State of Wisconsin, the due date for the expenditure report becomes due the next business day.

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 an earlier date is mutually agreed upon by the CSA and the Department.

- 9.2 Total Net Reimbursement.** Total net reimbursement to the CSA for allowable expenses shall not exceed the contracted amounts specified in Exhibits to this Contract. Net reimbursements under this contract may be adjusted for other amounts owed the Department.
- 9.3 Final Reimbursement Claims.** The CSA shall submit all claims for reimbursement under this Contract to the Department within 90 days of the end of the Contract period unless an exception is granted by the Department. The Department shall make final payment within two months after the final reimbursement claim is submitted.
- 9.4 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 period if an extension is granted, will be submitted for federal reimbursement if (a) the costs are identified as a finding in the CSA's Single Audit, and (b) the CSA's Single Audit report is received within the mandated timeframes. Federal reimbursement received will be passed on to the CSA as a part of the audit resolution process.

The Department shall allow the CSA to claim additional reimbursement as a result of a subsequent Department-approved audit that identifies a Department error.

- 9.5 Non-compliance.** The Department may withhold funds of a CSA that is in non-compliance with Contract or program requirements.

The Department may withdraw funds if the Department determines that the activities performed by the CSA do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 9.7.

- 9.6 Advance Notice.** The Department shall provide 30 days advance notice to the CSA when an increase, decrease, or delay in payment will be made pursuant to Section 9.5. The Department will schedule a conference to resolve the issue that gave rise to the notice before the imposition of the decrease or delay. The CSA may appeal the Department's decision as provided by Section 13 and 14 of this Contract after the imposition of the decrease or delay or sooner if there is an impasse.
- 9.7 Corrective Action.** The Department will notify the CSA of items that require corrective action and the need for the CSA 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. A failure by the CSA to implement fully a Department-approved Corrective Action Plan shall result in a payment reduction to be determined by the Department.

## **10. Records, Reporting, Monitoring and Security.**

- 10.1 Record Keeping Requirements.** At least 45 days prior to the effective date of any Department reporting or record keeping requirement issued after the beginning of the Contract period, the Department shall provide the CSA with written notice of such a proposed reporting or record keeping requirement and allow the CSA an opportunity to review and comment on such a requirement. The CSA may comment on its own behalf or use a Single Point of Contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the CSA prior to implementing such record keeping and reporting requirements.

**10.2 Records Maintenance.** The CSA shall maintain such fiscal records, financial statements, and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Contract.

The CSA shall maintain such records, reports, evaluations, or other documents that are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The CSA shall furnish such reports and documents to the Department in the format and according to the schedules, as the Department requires. These reports must be in compliance with Department reporting instructions. The Department shall evaluate and monitor compliance with reporting instructions.

**10.3 Records Availability.** All records maintained by the CSA pursuant to this Contract shall be available to the Department on request and with adequate notice for inspection, examination, or audit. Except when the Department determines that unusual circumstances exist, the Department will give the CSA at least five working days written notice unless the CSA consents to a shorter time frame. The Department shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the CSA.

**10.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Contract shall be construed to limit, modify or extinguish any federal or state CSA's legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the CSA or to modify or limit the CSA's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

**10.5 Reconciliation with County Clerk or Designated County Comptroller's Office Records.** The County shall perform a reconciliation between the expenditure claims submitted to the Department by the CSA and the accounts of the County Clerk or designated county comptroller. The reconciliation will also include verifying revenues recorded by the CSA and the accounts of the County Clerk or designated county comptroller records. A work sheet shall be prepared by the County after the contract year-end showing the final reconciled balances and adjustments. If a reconciliation has not been completed at the time the Department completes its audit, the Department will conduct a reconciliation at the expense of the CSA.

## **11. Annual Audit.**

### **11.1 Single Audit Requirement.**

**11.1.1 Hiring an Independent Auditor.** The county shall hire an independent auditor to conduct a Single Audit pursuant to OMB Circular No. A-133, Department of Administration Audit Guide, and audit guidelines established and provided by the Department. The audit shall be completed and a report submitted to the county no later than nine (9) months after the end of the county fiscal year unless an extension is granted by the cognizant state agency for the audit (Department of Health Services). The county shall incorporate by reference in the engagement letter (Contract with the independent auditor), OMB Circular No. A-133 and any federal and state audit guidelines.

**11.1.2 Technical Assistance.** The Department agrees to provide technical assistance to the CSA that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.

**11.1.3 Submitting the Single Audit Report.** The CSA agrees to provide to the Department one copy of the resultant audit report, including the management letter and any supporting documentation required by the Department, within 30 days after acceptance by the CSA and no longer than nine (9) months after the end of the CSA's fiscal year unless an extension is granted by the cognizant state agency for the audit (Department of Health Services). The audit report shall be based on OMB Circular No. A-133 and include: (a) the auditor's report on financial statements; (b) a schedule of federal and state assistance; (c) the financial statements; and (d) a schedule of federal and state grants by program including program disbursements; program revenues; net variance to be resolved; the auditor's report on the study and evaluation of internal control systems; the auditor's report on compliance including the specific identification of questioned costs, audit adjustments, audit exceptions, and the management letter.

## **11.2 Department Financial and Compliance Reviews.**

**11.2.1 Financial and Compliance Review.** In the event that the Department conducts a financial and compliance review, it will include the examination of records maintained by the CSA. 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 CSA.

**11.2.2 Review Scheduling.** The Department shall schedule a mutually acceptable entrance date with the CSA with at least a thirty (30) day advance notice or an earlier date, upon agreement. The Department shall provide the CSA with advance written notice stating the purpose and scope of the review.

**11.2.3 Draft Review Report.** If the Department determines that a review is needed, the Department agrees to complete a draft review of the CSA within 24 months of the Contract year to be reviewed.

**11.2.4 Review Report.** The Department agrees to provide the CSA with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.

**11.2.5 Independent Financial and Compliance Review.** The Department reserves the right to conduct an independent financial and compliance review of the CSA if the CSA fails to secure a Single Audit covering all Department funds. In the event that the CSA fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the CSA.

**11.2.6 Additional Review Resulting from the Loss of Federal Funds.** The Department may conduct an additional review if a CSA action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

**11.2.7 Audit Resolution.** The Department will initiate resolution of findings with the CSA pursuant to Audit Resolution policies developed by the Department. Nothing in this Section shall be construed to govern the acceptance or guidance of the CSA by any state agency other than the Department of Children and Families.

### 11.3 Audit Disallowance.

**11.3.1 CSA's Liability.** The CSA shall be liable for the entire amount of the audit adjustment attributed to the CSA. The actual amount of a disallowance against the CSA shall be determined through the Department's Audit Disallowance policy as stated in the Department's Policies and Procedures.

**11.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the CSA unless it is based upon a specific policy that was: (a) effective during the time period which is being audited, and (b) communicated to the CSA department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for 60 days after the date the CSA receives written notice of the requirement. This 60-day hold-harmless period may be extended by the Department upon CSA's proof of hardship. The 60 day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the CSA's responsibility to implement policies by their effective dates.

### 11.4 Audit Adjustments

**11.4.1 Audit Adjustment Determination.** If, pursuant to an audit under Section 11, that there is an error in the CSA's fiscal and service records for this Contract or previous Contracts, the Department will take steps to recover or otherwise adjust the county's reimbursement under the Contract. The Department shall limit the increase or decrease to the audited error and shall confer with the CSA before increasing or decreasing the monthly payment for this Contract. The parties may negotiate the timing and amount of the adjustment at the CSA's request.

**11.4.2 Payment Adjustments.** The parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The Department may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

### 12. Administrative Review.

The CSA shall be entitled to an administrative review if both of the following occur:

1. The Department and the CSA disagree about the interpretation of any provision of this Contract; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through departmental conference); or (b) any audit of the CSA as described in this Contract (review is through the audit resolution policy); or (c) any audit resolution process (review is through the audit resolution policy); or, (d) any federal audit of the CSA or the Department.

**13. Disputes.** The CSA's method of resolving any dispute or controversy arising out of or relating to this Contract shall be the complaint process provided in this section. The CSA may address a written complaint to the Legal Counsel of the Department at the following address: Department of Children and Families Legal Counsel, P.O. Box 8916, Madison, Wisconsin 53706-8916. At the same time the complaint is filed with the Department's Legal Counsel, the complaint also may be filed with the Child Support Policy Advisory Committee (with notice to the Legal Counsel) for its next regularly scheduled meeting. If the complaint is not filed with the Child Support Policy Advisory Committee, the Legal Counsel shall respond in writing within ten business days. If the

complaint is filed with the Committee, the Legal Counsel shall respond within ten business days of receipt of the Policy Advisory Committee's recommendation. Time periods may be extended by agreement of the Department and the CSA. If either the CSA or the Department's Contract Manager is not satisfied with the response, either the CSA or the Department's Contract Manager may request a review of the decision using the process in Section 14.

- 14. Hearings.** If the Department and the CSA disagree about the interpretation of any provision of this Contract other than the disagreements described in Section 13 above, and a substantial interest of the CSA is injured by an action of the Department, the CSA shall then be entitled to a hearing before the Wisconsin Division of Hearings and Appeals which must be requested within 60 days (including weekends and holidays) from the day the action in question occurred. The following procedures shall apply: (a) the Department shall schedule a hearing within 60 days (including weekends and holidays) of receipt of the appeal request; (b) both the CSA and the Department shall be entitled to one 30-day (calendar days) continuance of the hearing upon written notification to the other party and to the Wisconsin Division of Hearings and Appeals; (c) the hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and (d) either party may ask the Secretary of the Department to review the proposed decision within 30 days of its issuance. If neither party makes such a request within the 30 days, the proposed decision shall be final. If either party makes such a request within 30 days, the Secretary may allow both parties to file written arguments before a final decision is issued.

**15. General Provisions.**

- 15.1 Civil Rights Compliance (CRC) Requirements.** 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 Instructions and Templates necessary to complete both your CRC Letter of Assurance (LOA) and CRC Plan to meet civil rights compliance requirements is located at:  
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>

Additional resources and training information is available at:  
[http://dcf.wisconsin.gov/civil\\_rights/default.htm](http://dcf.wisconsin.gov/civil_rights/default.htm)

Below is a brief summary of the requirements.

**15.1.1 Civil Rights Compliance Plan.** A Civil Rights Compliance (CRC) Plan is required to be completed by any Agency that has twenty-five (25) or more employees and receives a total of \$25,000 or more in total government funding from Department of Children and Families (DCF), the Department of Health Services (DHS) and/or the Department of Workforce Development (DWD).

The CRC Plan must be developed and completed in accordance with the instructions provided in the CRC Requirements document at the link above. The CRC Plan is to be completed and must be kept on file at the Agency. It is not to be submitted to the Department of Children and Families. This is a change from previous CRC Plan requirements.

All CRC Requirements must be met, including the training of all agency staff and the posting of all required notices, prior to the submittal of the Letter of Assurance (LOA) required below in Section 2.

**15.1.2 Letter of Assurance (LOA).** The Agency is required to submit a Letter of Assurance (LOA) to ensure that the agency has implemented state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement, and as a condition for receiving federal and/or state financial assistance from DCF.

The Agency, regardless of size, must complete and submit a Civil Rights Compliance LOA to the Department's Civil Rights Compliance Unit.

The LOA must be completed and submitted to the Department by April 15, 2012. Send your completed LOA to:

Equal Opportunity Officer  
Civil Rights Compliance Unit  
Department of Children and Families  
201 E. Washington Avenue, Room G200  
PO Box 8916  
Madison, WI 53708-8916

**15.2 Non-Discrimination/Affirmative Action Requirements.** In connection with the performance of work under this contract, the Provider 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 §. 51.01 (5), sexual orientation 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.

**15.2.1. Written Plan.** Contracts that are twenty-five thousand dollars (\$25,000) or more require the submission of a written Affirmative Action (AA) Plan by the Provider. An exemption from this requirement occurs if the Provider has a workforce of less than twenty-five (25) employees. Within fifteen (15) calendar days of signing this Contract, the Provider must submit the Plan to the Department for approval. Instructions for preparing the Affirmative Action Plan are available on the WI Department of Administration website at: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>

Your written plan or any questions should be submitted to the following:

Department of Children and Families  
Bureau of Finance – Procurement Officer  
201 E. Washington Avenue, Room A200  
PO Box 8916  
Madison, WI 53708-8916

**15.2.2 Posting of Notice.** The Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the provisions of the State of Wisconsin's non-discrimination law.

**15.2.3 Failure to Comply.** Failure to comply with the conditions of this Non-Discrimination/Affirmative Action section may result in the Agency becoming declared "ineligible", termination of the Contract or withholding of payment.

**15.3 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 (Attachment A) or the Disclosure of Lobbying Activities (Attachment B).

**15.4 Debarment Certification.** In conformance with federal law, the authorized County representative must review, sign, and return the Certificate Regarding Debarment and Suspension form. (Attachment C)

**15.5 Pro-Children Act.** Since a portion of the funds under this Contract is from federal sources, the CSA shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law bans smoking in any indoor facilities (and any portion thereof) owned, leased, or contracted for, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

**15.6 Provisions of Services and Programs.**

**15.6.1 Funding Limitations.** Except as provided in state and federal statutes, the CSA shall perform the functions and provide the services within the limits of State and CSA appropriations used to match State and federal funds.

**15.6.2 CSA Funding.** Nothing in this Contract shall be construed to require the expenditure of CSA funds, except as specifically provided herein and authorized by the CSA board.

**15.6.3 Lawful Power and Duties.** Nothing contained in this Contract shall be construed to supersede the lawful power or duties of the County. The County shall carry out its responsibilities under the sections of this Contract through its appropriate County departments.

**15.7 Conditions on the Parties' Obligations.** This Contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the parties hereto.

**15.8 Entire Agreement.** It is understood and agreed that the entire Contract between the parties is contained herein, and includes the Attachments and Exhibit 1 incorporated herein by reference. The Contract supersedes all previous commitments, promises, and representations, either oral or written, between the parties relating to the subject matter hereof.



**Certificate of Completion**

Envelope Number: 4BABD55E01DC49C8A1092BC4E1B307C3  
 Subject: DCF Contract #336: 2012 Child Support Milwaukee County Base Contract  
 Source Envelope:  
 Document Pages: 24  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled

Status: Sent

Signatures: 1  
 Initials: 0

Envelope Originator:  
 DCF  
 201 E. Washington Ave., Room A200  
 PO Box 8916  
 Madison, WI 53708-8916  
 dcfcontracting@wi.gov  
 IP Address: 165.189.32.4

**Record Tracking**

Status: Original  
 12/30/2011 1:44:36 PM PST

Holder: DCF  
 dcfcontracting@wi.gov

Location: DocuSign

**Signer Events**

Chris Abele  
 countyexec@milwcnty.com  
 Security Level: Email, Account Authentication (None)  
 Consumer Disclosure:  
 Not Offered  
 ID:

**Signature**

**Timestamp**  
 Sent: 12/30/2011 1:46:55 PM PT

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Jim Sullivan  
 milwcse@milwcnty.com  
 Security Level: Email, Account Authentication (None)  
 Consumer Disclosure:  
 Accepted: 12/5/2011 8:33:59 AM  
 ID: a18df02e-2c8e-4eba-94bb-28b4b39bcff1

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 Delivered: 1/5/2012 1:55:30 PM PT

Jo Kutzner  
 Jo.Kutzner@wi.gov  
 Security Level: Email, Account Authentication (None)  
 Consumer Disclosure:  
 Accepted: 11/14/2011 11:07:47 AM  
 ID: 0c1fae6a-049f-4979-92c6-ec5d43fd35b3

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Mark Mueller  
 mark.mueller@wi.gov  
 Contract Specialist-Advanced  
 WI Department of Children and Families  
 Security Level: Email, Account Authentication (None)

**Carbon Copy Events****Status****Timestamp**

Consumer Disclosure:  
 Accepted: 6/16/2011 8:38:54 AM  
 ID: 676cc9d9-c3a1-4779-822d-181c7dc8882e

Jacqueline M Scharping  
 jacqueline.scharping@wisconsin.gov

Director

Security Level: Email, Account Authentication  
 (None)

Consumer Disclosure:  
 Accepted: 11/4/2011 11:32:56 AM  
 ID: ddf432ab-c633-4f19-8765-243528de8fe4

Timothy Schindler  
 Timothy.Schindler@wi.gov

Security Level: Email, Account Authentication  
 (None)

Consumer Disclosure:  
 Not Offered  
 ID:

Verna Ruhs  
 verna.ruhs@wi.gov

Security Level: Email, Account Authentication  
 (None)

Consumer Disclosure:  
 Not Offered  
 ID:

Dianne Bahr  
 dianne.bahr@wi.gov

Security Level: Email, Account Authentication  
 (None)

Consumer Disclosure:  
 Not Offered  
 ID:

**Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/30/2011 1:46:55 PM PT

**Consumer Disclosure**

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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CY 2012 State/County Contract Covering the Administration of Child and Spousal Support and Establishment of Paternity and Medical Support Liability Programs By and Between the Department of Children and Families and Milwaukee County

COUNTY APPROVALS:

Approved as to form and independent contractor status:

Deputy Mark A. Brady  
Corporation Counsel  
DATE: 1/18/12

Approved:

[Signature]  
Risk Management  
DATE: 1/17/12