
CONTRACT

by and between

Wisconsin Department of Children and Families

and

CONTRACT NO

437004-G27-0002645

ASSISTANCE LISTING #

[Additional Federal Award Information](#)

COMMODITY OR SERVICE TITLE

Transform Milwaukee Jobs Program - General Population

CONTRACT TERM

DCF CONTRACT ADMINISTRATOR

Administrator - Phone

Administrator email

CONTRACT BILLING AND PAYMENT TERMS

SPARC expenses submitted monthly due on/before the
23rd – Paid the last business day of the month

CONTACT INFORMATION

Authorized Signatory

Address

Phone

Supplier Contract Admin

CC

UEI

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

Funding Information for Grants managed thru SPARC:

Contractor:		STAR Supplier ID:	
Commodity or Service Description	SPARC Contract Code Number	Match (%)	Award Amount

Total Project Amount			

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

****If TANF funded, refer to section Billing and Payment Terms for further information.**

All Funding allocations are subject to Federal and State budgetary changes.

The Department and the Contractor acknowledge that they have read the Contract and the attached exhibits, addenda 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. DCF reserves the right to reject or cancel agreements based on documents that have been altered.

By signing below, I, a representative of the contractor, certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) calendar days, unless waived by the Department.

Signatures

Date

Division Administrator
Department of Children and Families

Date

Deputy Secretary
Department of Children and Families

Date

CONTRACT AGREEMENT

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 DCF, and the Contractor listed on the signature pages, hereinafter referred to as "Contractor" and/or "Provider" for the procurement of commodity or services listed, according to the terms set forth in this Contract. The Contractor shall not have exclusive rights to provide all supplies or services covered under this Contract during the term of the Contract or any extension of the Contract.

II. **TERM OF CONTRACT**

Contract term is _____ to _____. Upon satisfactory performance and by mutual agreement of the agency and the Contractor, the Contract may be renewed up to _____ additional _____ periods.

Remove D below if no RFP conducted; or Remove E below if RFP was conducted.

Remove reference to RFP if one was not conducted. (H-J)

Remove "DCF's Request for Proposal/Bid, the proposal/bid response, " if no RFP conducted

III. **EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT**

DCF's Request for Proposal/Bid, the proposal/bid response, written communications and this Contract constitute the entire agreement between the parties. The order of precedence is as follows:

- A. Laws, regulations and policies of the State and Federal government
- B. HHS Administration for Children & Families General Terms and Conditions
- C. HHS Grants Policy Statement (if applicable)
- D. Standard Terms and Conditions ([DOA-3054](#))
- E. Standard Terms and Conditions ([DOA-3054A](#))
- F. Supplemental Terms and Conditions ([DOA-3681](#))
- G. This Contract, including all exhibits, attachments, appendices and addenda to the Contract
- H. Contractor's proposal/bid as submitted
- I. Addenda to the Request for Proposal/Bid
- J. Request for Proposal/Bid # _____

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

Contractor agrees to renegotiate this Contract or any part thereof in such circumstances as:

- Significant reduction in the monies available affecting the substance of this Contract; or
- 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;
- Implementation of any new program or policy initiative that is not specifically mandated by Federal or State laws, rules or regulations.

Failure to agree to a renegotiated Contract under these circumstances is cause for DCF to terminate this Contract. Additional terms related to reductions in funding may be found in section XVI.

Revision of this agreement may be made by mutual agreement. The revision will be effective when an addendum or amendment to this agreement is signed by the authorized representatives of both parties. In circumstances in which increased caseload or Contract amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by DCF.

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced with a valid provision that comes closest in intent to the invalid provision.

IV. SUBCONTRACTS

A. Prior Written Approval

The Contractor may Subcontract part of this Agreement only with the prior written approval of the DCF Program Administrator. In addition, DCF approval may be required regarding the award process, the terms and conditions of the Subcontracts and the Subcontractors selected. Approval of the Subcontractors will be withheld if DCF reasonably believes that the intended Subcontractor will not be a responsible provider in terms of services provided and costs billed.

B. Contractor Responsibility

The Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any subsequent agreement with a Subcontractor and will be subject to enforcement of the terms and conditions of this Contract.

V. SCOPE OF SERVICES

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

A. Provision of Services

The Contractor shall provide the services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to DCF's satisfaction; DCF's decision in that regard shall be final and conclusive. DCF may inspect, observe and examine the performance of the services performed on DCF's premises at any time. DCF may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

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

B. Contractor Personnel

When contracted staff are utilized, it is DCF's expectation that the Contractor or their contracted staff are responsible for provision of all needs for the contracted staff to perform the services. Those include, but are not limited to space, equipment, software, connectivity, supplies, email, phone, etc. DCF will not provide any such items unless specified in the Scope of Work exhibit of this contract.

DCF reserves the right to refuse to admit to DCF's premises any person employed or contracted by the Contractor whose admission in the opinion of DCF would be disruptive to operations.

If requested by DCF, the Contractor shall provide a list of the names and addresses of all Contractor's employees, contracted personnel, or Subcontractor's employees who may at any time require admission to DCF's premises in connection with the performance of the services, specifying each such person's

connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as DCF may require.

C. Background or Criminal History Investigation

Prior to the commencement of any services under this Contract, DCF may request a background or criminal history investigation of any of the Contractor's employees, contracted personnel, and Subcontractor's employees, who will be providing services to DCF under the Contract. If any of the stated personnel providing services to DCF under this Contract is not acceptable to DCF in its sole opinion as a result of the background or criminal history investigation, DCF may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service Agreement.

D. Performance

Work under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its contracted Personnel or its Subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or DCF work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies. This includes all applicable requirements of the Occupational Safety and Health Administration (OSHA), all safety codes and procedures mandated or recommended by insurance underwriting organizations, and all generally recognized organizations establishing safety standards (including without limitation the National Fire Protection Association) for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

E. Conversion Therapy

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

'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.

VI. BILLING AND PAYMENT TERMS

Awarded Contract will follow the costs/expenses outlined in **Exhibit 2: Budget**. Claims for reimbursement must be submitted monthly by the 23rd day of the month. The Department shall reimburse the Contractor for the functions it performs and services it provides or purchases as set forth in **Exhibit 1: Scope of Services** the last

business day of the same month. 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 of expenditures for non-expendable personal property by State and Federal cost allocation units.

If TANF funded, leave the following two paragraphs, otherwise delete them.

All reimbursements under this contract are subject to the limitation(s) provided under Wis. Stat. s. 49.175(1). Each annual award amount under this contract is set considering SPARC payment timing and the limitations under s. 49.175. All efforts should be made to spend down individual allocations by the end date specified.

Funds remaining at the end of any allocation period ending May 31st will not be carried over. Requests to carryover funds from the second allocation period of a year (ending December 31st) to the first allocation period of the next award year (starting January 1st) may be considered by the department on a case-by-case basis. In addition, the department reserves the right to adjust funding allocations provided under the contract to accommodate requests for reimbursement submitted during the 60-day window allowed in E. Final Submission in order to remain compliant with s. 49.175 limitations in a given state fiscal year.

A. Allowable Costs

The Department will make payments for incurred allowable costs that are consistent with the [DCF Allowable Cost Guide Manual](#) and applicable Federal allowable cost principles. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 200 and 2 CFR Part 300, where applicable. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: [Federal OMB Uniform Guidance Site](#).

B. Travel Expense Policy

All approved travel expenses shall only be reimbursed at the rates currently in effect for State employees. The established State of Wisconsin rates are determined by the Division of Personnel Management (DPM). Reimbursement for any travel exceeding the rates established by DPM will not be allowed. Travel rate maximums established by DPM include but are not limited to the following:

Mileage

personal vehicle mileage

Uniform Travel Schedule Section 3.05(3)(a)

DPM Bulletin — Mileage Reimbursement Rate Change

Meals

breakfast in-state *Uniform Travel Schedule Section 4.02*

breakfast out-state *Uniform Travel Schedule Section 4.02*

lunch in-state *Uniform Travel Schedule Section 4.02*

lunch out-state *Uniform Travel Schedule Section 4.02*

dinner in-state *Uniform Travel Schedule Section 4.02*

dinner out-state *Uniform Travel Schedule Section 4.02*

Lodging

lodging in-state (except Milwaukee, Racine, and Waukesha counties)

Uniform Travel Schedule Section 5.02

lodging in-state (Milwaukee, Racine, and Waukesha counties only)

Uniform Travel Schedule Section 5.02

lodging out-state

Uniform Travel Schedule Section 5.02

lodging out-state, high-cost cities

Uniform Travel Schedule Section 5.02

DPM Bulletin — Max Reimbursement for Lodging in High-Cost Out-of-State Cities

The current travel reimbursement rates are located on DPM's website:

[Uniform Travel Schedule](#)

[DPM Bulletin – Mileage Reimbursement Rate Change](#)

[DPM Bulletin – Maximum Reimbursement for Lodging in High-Cost Out-of-State Cities](#)

[Pocket Travel Guide](#)

The Contractor shall not pay, nor will DCF reimburse, for an hourly labor rate for travel time that is more than the normal hourly wage.

C. Expense Submission

Claims for reimbursement must be submitted electronically using the SPARC portal pursuant to the requirements of the Department's cost reporting system. SPARC will display the appropriate line codes for reporting. It is important to enter the correct month and year. For those contracts that require match to be reported, match must be reported monthly along with expenses unless otherwise agreed to by the contract administrator.

The expenses entered into SPARC must be saved on or before the 23rd day of the month following the month for which reimbursement is being claimed. The Department will issue the reimbursement using direct deposit on the last business day of the same month, subject to reduction, recovery and reimbursement as provided in this Agreement. Late or revised expenses will be processed in the next month's payment cycle.

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

D. Reimbursement

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

Total net reimbursement to the Contractor for incurred 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.

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.

E. Final Submission

The Contractor shall report all incurred allowable expenses for reimbursement under this Agreement to the Department within sixty (60) days of the end of the Contract period.

If allowable under Federal law and funding is available, the Department will not unreasonably withhold approval for expenditures eligible for Federal financial participation. To submit an expense report later than sixty (60) days, the Contractor shall submit a written request to the Department prior to the

sixtieth (60th) day providing an explanation for the late submission. The Department program unit providing the funds must approve the late expense report for the late expenses to be reimbursed.

F. Additional Claims Related to the Single Audit

Claims for allowable costs (expenses) not reported within ninety (90) calendar 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 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.

G. Excess / Overpayments

DCF will recover any funds paid in excess of the allowable costs of services provided under this agreement within thirty (30) calendar days of notification. Allowable costs are defined by 2 CFR Part 200 and 2 CFR Part 300, where applicable, the attachment(s) to this agreement, and/or the program policy manual. DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

H. Prompt Payment

DCF shall pay properly-submitted Contractor expensed within thirty (30) calendar days of receipt, providing that the goods or services to be provided to DCF have been delivered, rendered, or installed (as the case may be), and accepted as specified in the solicitation document or this Contract.

I. State Tax Exemption

DCF is exempt from payment of Wisconsin sales or use tax on all purchases.

J. 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 Contractor fails to provide services consistent with this Contract, the Contractor fails to meet performance standards, or the Department reasonably determines it to be necessary to protect the Department against potential losses or liabilities, 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 Contractor 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. Therefore, the Department shall have the right to deduct the amounts being withheld from its financial obligations to the Contractor if, at the end of the Contract term, the Contractor 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 Contractor's performance or failure to perform.

The Department shall have the right to deduct any amounts due the Department from the Contractor from money otherwise payable to the Contractor for any other reason specifically provided under this Contract.

DCF reserves the right, upon careful examination, to reduce the total amount of the Contract award due to significant under-spending by the Contractor. All such Contract award reductions will be executed by a unilateral amendment issued by the Department and will become effective upon thirty (30) calendar days written notice to the Contractor. Such reduction in funding shall not relieve the Contractor of any programmatic requirements or contractual responsibilities.

3. Recovery of Funds

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

VII. CONTRACTOR LIABILITIES

A. Indemnification

Contractor shall hold the State harmless and shall indemnify the State, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officer, employees or Subcontractors.

B. Past Due Liabilities

The Contractor shall notify DCF in writing, within thirty (30) calendar days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractor, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

C. Past Due Payments

The Contractor shall notify DCF, in writing, within thirty (30) calendar days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract for which DCF has reimbursed or will reimburse the Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractor to resolve the dispute.

D. Insurance

The Contractor shall maintain the following insurance coverage:

- Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;

- Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
- Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- Certificate of Insurance, showing up-to-date coverage, must be on file in the Agency before the Contract may commence. (if applicable)

The State reserves the right to require higher or lower insurance limits where warranted.

E. Bonds

DCF may require written assurance that the Contractor has in force and will maintain for the course of this Contract Employee Dishonesty bonding. A Commercial Crime Insurance Policy can be maintained by the contractor to satisfy this requirement and may be requested by DCF.

F. Liquidated Damages

The State declares, and the Contractor acknowledges, that the State may suffer damages due to the Contractor's delay or failure to perform in accordance with the terms and conditions of the Contract or other similar directive. Since it is impractical and difficult to accurately fix actual damages sustained in the event of any such delay or failure, the State may assess the Contractor, after notice to the Contractor of the appropriate amount. This assessment may begin on the first business day after the scheduled due date of any work to be performed or provided by the Contractor set forth in a Contract or similar directive. Daily liquidated damages for each day the delay or failure continues may be added until such time as the work is provided to the State and either passes acceptance, or is rejected by the State. Said liquidated damages shall be a prorated percentage of the total Contract amount to be determined by the State prior to assessment.

The State shall notify the Contractor in writing of the assessment of liquidated damages. The Contractor shall not be liable for liquidated damages when delays or failures arise from causes solely the responsibility of the State. At the State's option, the State may deduct liquidated damages set forth below from any monies due and payable to the Contractor. Any damages outstanding over and above the amounts deducted from invoices shall be promptly tendered by Contractors to the State.

VIII. PRIVACY AND CONFIDENTIAL INFORMATION

A. Indemnification

Contractor shall indemnify and hold harmless the State of Wisconsin, and any of its officers, employees, or agents against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officer, employees or Subcontractors.

B. Confidentiality of Records

All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy, and shall be the sole property of the State of Wisconsin.

Contractor and its Subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any other confidential records the Contractor accesses to provide the services under this Contract.

The Contractor shall take reasonable cybersecurity measures to safeguard information including personally identifiable information and other types of information.

C. Confidentiality

Except as otherwise authorized by law, the Contractor 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;
2. Individually Identifiable Health Information;
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
4. Information designated as confidential in writing by DCF.

While performing services under this contract, the Contractor shall prevent and prohibit DCF data or information from being accessed, used, processed, stored in, or analyzed by artificial intelligence (AI) systems unless approved in writing by DCF.

- **Artificial intelligence (AI)** means any IT system or part of an IT system able to perform specific tasks that normally require human intelligence. A complete listing of all such technologies or capabilities is not feasible or desirable, but at present includes capabilities such as visual perception, speech recognition, decision-making, creation of new content, documentation and/or data, and language translation.
- **Artificial intelligence systems** means any data system, software, hardware, application, tool, or utility that operates, in whole or in part, using artificial intelligence.

D. PII: Personally Identifiable Information

Defined as any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual such as medical, educational, financial, or employment information.

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

E. Breach of Confidentiality

If the Contractor becomes aware of any actual use or disclosure of any Confidential Information or has the reasonable belief that there has been a use or disclosure of any Confidential Information that is not authorized by this Contract, the Provider shall notify the Department promptly after becoming aware of such unauthorized use or disclosure, but no later than three (3) business days after the Provider

becomes aware of such unauthorized use or disclosure. Such notice shall include, to the best of the Provider's knowledge at that time, the persons affected and the Confidential Information that was or may have been disclosed.

In the event of a breach of this Section by the Contractor, the Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Subcontractors, employees and agents, in violation of this Section.

This includes, but is not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

If a breach occurs, the Provider 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 Provider shall cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such actual breach, or to recover confidential information, including complying with a Corrective Action Plan as provided for in Section XII C.

"Equitable Relief" means the Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

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

IX. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

A. Records Access and Retention

Under §19.36 (3) Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request.

The Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The Contractor shall retain records in a secure environment for no less than 6 years beyond the end of this contract, or the period specified in the attached Scope of Services if a different retention period is required. 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. DCF will inform the Contractor in the event records would be affected by this.

Upon DCF's request, at the expiration of the Contract, the Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from Contractor under this Agreement.

The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

The Contractor 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.

This section does not apply to records or data shared by DCF with contractor under a data sharing agreement entered into as part of this contract.

B. Equipment and Property

The Contractor may purchase and install IT equipment in accordance with the Department's policies and procedures. Capital equipment is covered under [DCF Policy 233](#). The Contractor 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 Contractor is responsible for keeping all DCF property secure from theft, damage or other loss. The Contractor shall preserve the safety, security and integrity of DCF property, data, and equipment in accordance with DCF policy and procedures.

The Contractor 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 Contractor, Contractor's staff, or Subcontractor. The Contractor shall reimburse DCF accordingly upon demand. This remedy shall be in addition to any other remedies available to DCF by law or equity.

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

C. Proprietary Information

Data contained in the proposal, all documentation provided therein, and materials and innovations developed as a result of this Contract award cannot be copyrighted or patented without written authorization from DCF. All data, documentation, and innovation become the property of the State of Wisconsin and DCF. The successful applicant agrees that DCF shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use any materials and innovations developed as a result of this Contract award. Any copyright material authorized by DCF or distribution of materials developed through this Contract award will acknowledge use of DCF funds.

All right, title and interest in any items and materials originated or prepared specifically and exclusively for DCF under the resulting Contract from the time of payment belong to DCF unless DCF has previously agreed in writing to accept less than the ownership rights described here.

All informational materials related to this Contract will be branded using DCF approved materials including flyers, Power Point templates and other materials as designated by the Department. Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, DCF or other sub-units of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of DCF.

D. Information Technology

Where the Contractor requires access to DCF systems or data, the Department and the Contractor will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract. The Contractor is required to comply with the [National Institute of Standards and Technology \(NIST\) special publications](#), under their current revisions 800-53 (Rev. 5) - Minimum Security Controls (Moderate-Impact Baseline).

E. Access to State Automated Systems by Contractors, Subcontractors or Others

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

Prior to requesting access, the Contractor will prepare and submit to the Department properly executed data sharing agreements, appropriate confidentiality agreements, or completed [access request form](#) 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 Contractor 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 at its written request, and shall be identifiable as pertaining to this Contract.

B. Accounting System

The Contractor shall maintain a financial management information system in accordance with the Generally Accepted Accounting Principles.

C. System Requirements

The Contractor's accounting system shall allow for accounting for individual programs, permit timely preparation of expenditure reports, and support expenditure reports submitted to the Department.

D. Reconciling Reports

The Contractor shall reconcile costs reported to the Department to expenses recorded in the Contractor's accounting system on an ongoing and periodic basis. The Contractor agrees that reconciliation will be completed at least quarterly and will be documented and supplied to the Department upon request. The Contractor shall retain the reconciliation documentation in accordance with record retention requirements.

E. Accounting Period

The Contractor's accounting records shall be maintained on an annual basis. Approval will be given only if the Contractor submits proof of Internal Revenue Service approval for changing the accounting period and if the Contractor agrees to submit a close-out audit for the shortened accounting period, within ninety (90) calendar 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. Internal Controls

The Contractor must establish, document, and maintain effective internal controls which align with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control-Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

G. Cost Allocation Plan

The Contractor shall submit an electronic copy of their Cost Allocation Plan in the SPARC online portal within thirty (30) calendar days of signing the Contract. The Contractor shall resubmit the plan when material updates are made to the plan. The plan must be reasonable and documented in writing in a Contractor-wide cost allocation plan. Contractor costs must be allocated in a manner consistent with their plan. The plan must be written in accordance with the applicable Federal cost and administrative principles under 2 CFR 200 and 2 CFR Part 300, where applicable.

H. Federal Indirect Cost Rate Agreement

The Contractor shall submit an electronic copy of their Federal Indirect Cost Rate Agreement in the SPARC online portal within thirty (30) calendar days of signing the Contract. The Contractor shall submit any new agreements throughout the life of the Contract. The agreement should be made in accordance with the applicable Federal cost and administrative principles under 2 CFR 200 and 2 CFR Part 300, where applicable.

XI. AUDITING REQUIREMENTS

A. Requirement to Have an Audit

Unless waived by DCF, the Contractor shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34, Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract. In addition, the Contractor 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 Uniform Guidance, 2 CFR Part 200 and 2 CFR Part 300, where applicable, Audit Requirements.
- The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to Local Governments having 2 CFR Part 200 and 2 CFR Part 300, where applicable, audits; and/or
- The Provider Agency Audit Guide (PAAG). All Contractors which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

B. Fund misappropriation or fraud

The Contractor and any contracted auditors must report all known or likely fraud affecting a State/Federal award unless such fraud is otherwise reported as an audit finding in the schedule of findings and questioned costs for State/Federal awards. This paragraph does not require the Contractor or any contracted auditor to report publicly, information which could compromise investigative or legal proceedings or to make an additional reporting when the auditor confirms that the fraud was reported outside the auditor's reports under the direct reporting requirements of GAGAS (2 CFR Part 300). The department may require the Contractor to contract for a forensic audit on known fraud instances either reported on the audit report or through the department's fraud hotline.

C. Source of funding

DCF SPARC Accountants shall provide funding information needed for audit purposes including the name of the program, the Federal agency where the program originated, the Assistance Listing number, and the percentages of Federal, State, and local funds constituting this Contract. This information is supplied on the [SPARC Payment Information site](#).

D. Single Audit Reporting package

The Contractor shall submit to DCF a 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 Contractor.
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. Management responses/corrective action plan for each audit issue identified in the audit.

E. Submitting the Reporting Package

The Contractor shall submit the required reporting package to DCF either: (1) within nine (9) months of the end of the Contractor's fiscal year if the Contractor is a Local Government; or (2) within one hundred and eighty (180) calendar days of the end of the Contractor's fiscal year for non-governmental Contractor agencies. DCF requests electronic submission of the reporting package. Electronic Reporting Packages should be sent to: DCFAuditors@wisconsin.gov

F. Access to auditor's work papers

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

G. Access to Contractor records

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

H. Failure to comply with the requirements of this section

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

1. Disallow the cost of audits that do not meet these standards; and/or,
2. Conduct an audit or arrange for an independent audit of the Contractor and charge the cost of completing the audit to the Contractor; and/or,
3. Charge the Contractor for all loss of Federal or State aid or for penalties assessed to DCF because the Contractor did not submit a complete audit report within the required time frame.

I. 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 Contractor ceases operations or when the Contractor 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 Contractor, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

2. DCF may require a close-out audit that meets the audit requirements specified in Section XI above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Uniform Guidance, 2 CFR Part 200 and 2 CFR Part 300, where applicable, and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
3. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

XII. DEPARTMENT REVIEWS

- A. **Financial and Compliance Review.** In the event that the Department determines that a financial and compliance review is necessary and the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the Contractor related to this Contract. Reviews may be conducted in situations including but not limited to evidence or suspicion of inaccurate reporting or identification by state or federal agencies of claim disallowances. The review shall be conducted in accordance with the Department procedures. This review will meet the requirements of the Single Audit Act for the Contractor.
- B. **Review Scheduling.** The Department shall schedule a mutually acceptable entrance date with the Contractor with at least a ten-calendar day advance notice, which is mutually agreed upon.
- C. **Review Report.** The Department agrees to provide the Contractor with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.
- D. **Draft Review Report.** The Department agrees to complete all draft review reports of the Contractor within twenty-five (25) months of the expiration date of the Contract Term to be reviewed. The time limit for submitting a draft review report to the Contractor may be extended in unusual circumstances.
- E. **Independent Financial and Compliance Review.** The Department reserves the right to conduct an independent financial and compliance review of the Contractor Agency if the Contractor fails to secure a Single Audit covering all Department funds. In the event that the Contractor fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the Contractor.
- F. **Additional Review Resulting from the Loss of Federal Funds.** The Department may conduct an additional review if an 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.

XIII. STATE AND FEDERAL RULES AND REGULATIONS

- A. **Applicable Laws**
This Contract shall be governed by the laws of the State of Wisconsin. The Contractor 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. Patent Infringement and Labor Standards

The Contractor guarantees that any items provided to DCF hereunder were manufactured or produced in accordance with applicable Federal labor laws, and that the sale or use of said items shall not infringe any United States patent. The Contractor shall at its own expense defend every suit brought against DCF for any alleged patent infringement by reason of the sale or use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit.

C. Antitrust Assignment

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular goods or services purchased or acquired by the State under this Contract.

D. Debarment Certification

In conformance with Federal law, the authorized Contractor representative must review, sign, and return the Certificate Regarding Debarment and Suspension form.

E. Lobbying Certification

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

F. Rights to Inventions Made Under a Contract or Agreement

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

G. Clean Air Act and Federal Water Pollution Control Act

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

H. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

I. Never Contract with the Enemy

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

J. Unique Entity Identifier

In conformance with Federal law, the Contractor must comply with 2 CFR 25 which requires subrecipients to obtain a UEI in SAM.gov.

K. Whistleblower protections

In conformance with Federal law, the Contractor must comply with 2 CFR 200.217.

L. Fraud Disclosure

In conformance with 2 CFR Part 200.113 Mandatory Disclosures, the Contractor must promptly disclose, in writing to DCF, whenever it has credible evidence of the commission of a violation of Federal criminal

law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.339, including suspension or debarment. (See also [2 CFR parts 180](#) and [376](#), and [31 U.S.C. 3321](#)).

M. ACF Standard Terms and Conditions

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

N. ACF Program Specific Supplemental Terms and Conditions

Contracts which receive federal funding from the HHS Administration for Children & Families are also subject to their Program Specific Supplemental Terms and Conditions.

O. Federal Funding

Any contracts funded by federal funding are subject to 2 CFR Part 200 and 2 CFR Part 300 in their entirety, in addition to the specific references used throughout this contract.

P. Civil Rights Compliance (CRC) Requirements

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

All providers (new to DCF and those renewing contracts) must submit an LOA to DCF Civil Rights Unit to be compliant for the CRC period of January 1, 2022 – December 31, 2026. The Agency shall submit an updated LOA in the event of changes to the key personnel identified in the LOA.

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

Additional resources and training information are available at:

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

Q. Non-Discrimination/Affirmative Action Requirements

The terms of your State Contract require that your company submit an Affirmative Action Plan within **fifteen (15)** business days of returning the signed Contract. Exceptions exist and are noted in the Instructions for Vendors. An electronic version of the Instructions for Vendors and all forms required are available at: <https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf>.

If you require a printed copy of this information, please call (608) 422-6392 to have one mailed to you.

XIV. MONITORING AND COMPLIANCE REVIEWS

A. Monitoring

The Department will monitor the Contractor's general compliance and adherence to the terms of the Contract and the Scope of Service provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by the Department. If performance monitoring reports are required, the

Contractor shall submit an electronic copy of their performance monitoring report in the [SPARC online portal](#) within the allowable days determined by the monitoring plan contract terms.

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

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

The Department may also monitor complaints regarding the operation of the program by the Contractor. The Contractor shall provide the Department with access to all relevant records upon request, including the results of Contractor administrative reviews of complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) business days advance notice to the Contractor, 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 Contractor take corrective action to remedy any identified deficiencies.

The Department reserves the right to inspect or investigate any and all Contractor and Subcontractor records, procedures, and operations at any time during and 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 Contractor. 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 Contractor.

1. Cooperation with Compliance Review

The Contractor will cooperate with the compliance review by making available Contractor staff, internal documents, and program records. The Contractor will provide the Department with all requested information immediately, or within not more than five (5) business days of the Department's request.

2. Compliance Review Report

Upon completion of the compliance review, the Department shall provide the Contractor with a resultant management letter and report which identifies any issues of non-compliance and recommendations for program improvement. The review report will be issued by the Department within sixty (60) calendar days of all information needed from the Contractor being received by the Department. The review report will identify any actions necessary by the Contractor to achieve compliance with requirements and program performance standards, including itemizing any disallowances as appropriate. The Department will make available to the Contractor any additional supporting documentation upon request.

3. Contractor Response

The Contractor shall respond to the review report within thirty (30) calendar days, or other date upon mutual agreement, to specify actions that will be taken by the Contractor 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 Contractor may identify technical assistance needs to address the actions specified in the review report. The Department may assist the Contractor in making arrangements for technical assistance, if such assistance is warranted.

5. Dispute Resolution

If the Contractor does not agree with the Department's findings or proposed remedies, the Contractor may use the Dispute Resolution procedures under this Contract.

C. Corrective Action

The Department will notify the Contractor of items that require corrective action and the need for the Contractor to develop and submit a Corrective Action Plan. The Contractor response must be submitted within ten (10) business days of the date of the notice under this section, unless the Department approves an extension. The Department shall review, revise, as necessary, and approve the Contractor's Corrective Action Plan. Failure by the Contractor 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 cause for revision or termination of the Contract.

D. Notice to DCF

The Contractor shall immediately notify the Department if the Contractor 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.

E. Risk Assessment

The Department identifies a change in risk during the contract period, the Department will notify the contractor of any performance monitoring frequency changes.

XV. DISPUTE RESOLUTION

If any dispute arises between DCF and Contractor under this Contract, including DCF's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

- A.** DCF's and Contractor's Contract Administrators will attempt to resolve the dispute.
- B.** If the dispute cannot be resolved by the Contract Administrators, Contractor may ask for review by the Administrator of the Division in which DCF's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.
- C.** If the dispute is still not resolved, Contractor may request a final review by the Secretary of the Department.

No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within DCF, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

XVI. CANCELLATION AND TERMINATION

A. Contract Cancellation

DCF may cancel this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The following are examples of contractor failure that would warrant cancellation:

- Breaches or defaults an obligation under the Contract as follows:
 - Fails to perform any material obligation required under the Contract
 - Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
 - Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30) day notice.
 - Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required here in;
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a Federally debarred Contractor;
- Is excluded from Federal procurement and non-procurement contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- Fails to maintain the confidentiality of DCF's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information;
- Contractor violates other state laws; or
- Contractor performance threatens the health or safety of a State employee or State customer.

The Contractor may cancel this Contract after providing DCF one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon cancellation of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of cancellation or expiration, except for those that by their terms survive such cancellation or expiration.

B. Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice; DCF by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at

least one hundred and twenty (120) calendar days' notice to DCF in advance of the intended date of termination.

DCF may terminate the contract without penalty if subsequent legislatures or the funding agency fails to appropriate the funds necessary to carry on the contract.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DCF, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of DCF, the Contractor may be compensated for the actual Service hours provided. DCF shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) calendar days of written notice to the Contractor requesting the refund.

C. Cancellation or reduction due to lack of funding

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

XVII. TRANSITION UPON TERMINATION OR EXPIRATION OF CONTRACT

A. Transition Plan

Within fifteen (15) business days of a Termination for Cause notice, the Contractor shall develop a plan for the complete transition of the Contractor's responsibilities to the Department or to a successor Contractor. The 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 Subcontractor. The Transition Plan is subject to approval by the Department.

B. Transition Responsibilities

The parties acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a transition from the Contractor to the Department or to a successor Contractor, if any, at the expiration or termination of this Contract. Accordingly, the Contractor will cooperate fully in providing for an orderly and controlled transition to the Department or to a successor Contractor and will minimize any disruption in the services to be performed under this Contract.

C. Continuation

Notwithstanding any other provision in this Contract, the Contractor shall continue providing Contract services until the Department determines that the Department or a successor Contractor is prepared to fully assume the Contractor's duties and obligations under this Contract. All the terms and conditions of the Contract will apply during this period except that, subject to the Contract's maximum reimbursement, the Contractor will be reimbursed 100% of the Costs reported on each monthly expenditure report for the period following the date at which the Contract was to expire or the date at which the Contract was to terminate after notice.

D. Staff

The Contractor shall maintain the staffing requirements in this Contract until the Department or a successor Contractor fully assumes the Contractor's responsibilities under this Contract. The Contractor shall not restrict its employees from becoming employees of the Department or of a successor

Contractor, except to the extent necessary for the Contractor to fulfill its obligations during the transition period.

E. Management

The Department's Contract Administrator will oversee the transition by coordinating transition activities and approving the transition plan. The Contractor shall designate a person responsible for coordinating its transition responsibilities and will assign staff as the Department determines is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as the Department determines is necessary.

XVIII. ADDITIONAL TERMS AND CONDITIONS

A. Independent Contractor and Apparent Agency

The Contractor shall take no action, or make any omission, that may imply, or cause others reasonably to infer, that the Contractor is acting as DCF's agent in any matter or in any way not expressly authorized by this Contract.

B. DCF Employees

The Contractor may not Contract with or employ a DCF employee or an individual retained as a full-time Contractor by DCF during the term of this Contract.

C. Foreign Corporation

The Contractor shall conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation (i.e. any corporation other than a Wisconsin corporation), and shall possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining said certificate.

D. Responsibility for Actions

The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of DCF.

E. Force Majeure

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

F. Failure to Enforce

DCF's Failure to Enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this form, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department or agency to which this certification is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department or agency to which this certification is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [2 CFR Part 180](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [2 CFR Part 180](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [2 CFR Part 180](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Contractor Name

UEI

Date

CERTIFICATION REGARDING LOBBYING

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 sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name

UEI

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: Assistance Listing Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31, U.S. Code, section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
Federal Use Only:		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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