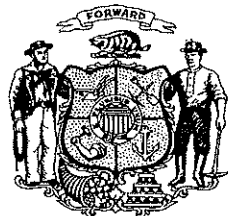


State of Wisconsin

SENATE CHAIR
Howard Marklein

316 East, State Capitol
P.O. Box 7882
Madison, WI 53707-7882
Phone: (608) 266-0703



ASSEMBLY CHAIR
Mark Born

308 East, State Capitol
P.O. Box 8952
Madison, WI 53708-8953
Phone: (608) 266-2540

Joint Committee on Finance

MEMORANDUM

To: Members
Joint Committee on Finance

From: Senator Howard Marklein
Representative Mark Born

Date: March 7, 2024

Re: s. 16.515/16.505(2), Stats. Request

Attached is a copy of a request from the Department of Administration, received March 7, 2024, pursuant to s. 16.515/16.505(2), Stats., on behalf of the Milwaukee County District Attorney's Office.

Please review the material and notify **Senator Marklein** or **Representative Born** no later than **Tuesday, March 26, 2024**, if you have any concerns about the request or if you would like the Committee to meet formally to consider it.

Also, please contact us if you need further information.


Attachments

HM:MB:jm



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary

Date: March 7, 2024
To: The Honorable Howard Marklein, Co-Chair
Joint Committee on Finance
The Honorable Mark Born, Co-Chair
Joint Committee on Finance
From: Kathy K. Blumenfeld, Secretary ^{DS} 
Department of Administration
Subject: s. 16.515/16.505(2) Request(s)

MAR 07 2024
St. Finance

Enclosed are request(s) that have been approved by this department under the authority granted in s. 16.515 and s. 16.505(2). The explanation for each request is included in the attached materials. Listed below is a summary of each item:

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>2023-24</u>		<u>2024-25</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
DA 20.475(1)(h)	Gifts and grants		1.0*		1.0*

* Project position ending March 8, 2025.

As provided in s. 16.515, the request(s) will be approved on March 27, 2024, unless we are notified prior to that time that the Joint Committee on Finance wishes to meet in formal session about any of the requests.

Please contact Kirsten Grinde at (608) 266-1353, or the analyst who reviewed the request in the Division of Executive Budget and Finance, if you have any additional questions.

Attachments

CORRESPONDENCE/Memorandum

State of Wisconsin
Department of Administration

Date: March 7, 2024
To: Brian Pahnke
From: Nicholas Richter
Subject: Section 16.505(2) Request

Attached is a s. 16.505(2) request analysis for your approval and processing. Listed below is a summary of each item:

DOA RECOMMENDATION:

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>2023-24</u>		<u>2024-25</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
DAs 20.475(1)(h)	Gifts and grants		1.0*		1.0*

*Position ending 3/8/2025.

AGENCY REQUEST:

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>2023-24</u>		<u>2024-25</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
DAs 20.475(1)(h)	Gifts and grants		1.0*		1.0*

*Position ending 3/8/2025.

BP APPROVAL 



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Brian Pahnke, Administrator

Date: March 7, 2024

To: Kathy Blumenfeld, Secretary
Department of Administration

From: Nicholas Richter
Executive Policy and Budget Analyst

Subject: Request Under s. 16.505(2) from the Milwaukee County District Attorney for the Creation of 1.0 FTE Program Revenue Assistant District Attorney Project Position.

Request:

The Department of Administration, on behalf of the Milwaukee County District Attorney's Office, requests the creation of 1.0 FTE program revenue assistant district attorney project position for a term extending through March 8, 2025.

Revenue Sources for Appropriation(s):

The revenue source for the position in the gifts and grants appropriation under s. 20.475(1)(h) would be a subgrant to Milwaukee County from Sojourner Family Peace Center, Inc., which received a grant from the Department of Children and Families. The county, in turn, provides the grant money to the Milwaukee County District Attorney's Office. As the position would be funded from a program revenue, continuing, all moneys received appropriation, there is no accompanying request for an increase in expenditure authority. The Milwaukee County District Attorney's Office would reimburse the salary and fringe benefit costs for the assistant district attorney prosecutor positions from the grant award.

Background:

The Milwaukee Domestic Violence High Risk Team is an interagency team designed to manage domestic violence cases which are identified to be at the highest risk of homicide. This team includes representatives from the Milwaukee County District Attorney's Office, Milwaukee Police Department, various other Milwaukee County law enforcement agencies, the Department of Corrections and the Sojourner Family Peace Center.

On January 30, 2023, the Sojourner Family Peace Center received a \$1,000,000 grant from the Department of Children and Families to expand the Milwaukee Domestic Violence High Risk Team. A portion of the grant from the department included a \$179,421 subgrant to the Milwaukee County District Attorney's Office for a prosecutor and victim witness advocate during the grant term. The prosecutor would focus on collaboration with the Domestic Violence High Risk Team on community-based responses to domestic violence, identifying best practices in policies for enhancing prosecution of crimes against women, and prosecuting domestic violence cases.

Kathy Blumenfeld, Secretary
Page 2
March 7, 2024

Analysis:

The 1.0 FTE assistant district attorney project position funded by the grant from the Department of Children and Families would be dedicated to identifying best practices for enhancing prosecution of crimes against women and the prosecution of domestic violence cases.

Salary, fringe benefits, and supplies and services costs for the creation of the 1.0 FTE assistant district attorney project position are estimated to be \$112,900 annually (approximately \$76,400, \$34,000 and \$2,500, respectively). This estimate is based on a salary rate of \$36.00 per hour, with a pay progression increase of \$1.08 per hour expected in June 2024. The position would be funded by \$113,025 of the \$179,400 subgrant from the Sojourner Family Peace Center to the Milwaukee County District Attorney's Office.

Unused grant funds are expected to be available from the Sojourner Family Peace Center's calendar year 2024 subgrant, in which case the Milwaukee County District Attorney's Office would request to carry unspent funding over into calendar year 2025. Unspent funding is estimated to be sufficient to support the Domestic Violence High Risk Team prosecutor position until approximately March 8, 2025. Available funding would be closely monitored, and the position would be vacated if a funding shortfall occurs. There are no concerns with the expenditure authority in the continuing, all-moneys received appropriation.

This position is in furtherance of the state's policy to reduce crimes of domestic violence and to protect women, children and other vulnerable populations. The grant encourages collaboration between the District Attorney's Office, local law enforcement and local nonprofit partner agencies.


Recommendation:

Approve the request. The position would be authorized for a term extending through March 8, 2025.

CORRESPONDENCE/MemorandumState of Wisconsin
Department of Administration

Date: March 1, 2024

To: Brian Pahnke, State Budget Director
Division of Executive Budget and Finance

From: Amanda Mott, Director
State Prosecutor's Office 

Subject: Request to Create Project Position Under s.16.505 (2), Wis. Stats.

Request

The Department of Administration (Department), on behalf of the State Prosecutors Office (SPO), respectfully requests 1.0 Program Revenue-Service (PR-S) FTE Assistant DA (ADA) project position for the Milwaukee County District Attorney's (DA) Office, beginning as soon as practicable through March 8, 2025.

This position is funded by a grant from Milwaukee County which is authorized to be spent under s. 20.475(1)(h), Wis. Stats., Gifts and grants, appropriation numeric 13200. This project position is requested for less than the four-year statutory maximum duration for project positions.

Please review the DA Milwaukee County Position Extension Request, Sub-Grant Agreement, Grant Contract, Domestic Violence High Risk Team (DVHRT) ADA Position Description, Memorandum of Understanding, and the Weighted Caseload Analysis, (Attachments 1., 2., 3., 4., 5., and 6., respectively), in conjunction with the following information.

Background

The Sojourner Family Peace Center, Inc. (Center), a Wisconsin 501(c)3 nonprofit, non-stock corporation in Milwaukee, Wisconsin, is the largest provider of domestic violence prevention and intervention services in the state. Established in 1975, the Center provides an array of services aimed at helping families affected by domestic violence achieve safety, justice, and well-being.

On January 30, 2023, the Center received a \$1,000,000 grant from the Wisconsin Department of Children and Families (DCF) to expand the Milwaukee DVHRT. This interagency team is designed to manage domestic violence cases which are identified to be at the highest risk of homicide with a goal to save lives. This team includes representatives from the Milwaukee County DA's Office, Milwaukee Police Department, various other Milwaukee County law enforcement agencies, the Wisconsin Department of Corrections (DOC), and the Center.

A portion of the grant from DCF included a provision for a subgrant to the Milwaukee County DA's Office for the services of a prosecutor and victim witness advocate during the grant term. This prosecutor would focus on collaboration with the DVHRT on community-based responses to domestic violence, identifying best practices policies for enhancing prosecution of crimes against women, and the prosecution of domestic violence cases.

On December 22, 2023, Milwaukee County, on behalf of Milwaukee County DA's Office, received the subgrant amount from the Center. The county victim witness advocate position required by the sub-agreement has been created separately from this request.

Analysis

Salary, fringe, and supplies and services costs for the creation of the project 1.0 PR-S FTE Assistant DA position are estimated at \$112,900 annually (approximately \$76,400, \$34,000, and \$2,500, respectively, based upon the salary rate of \$36.00/hr. as of January 2024). A pay progression increase is expected in

Page 2

June 2024 of \$1.08/hour which is accounted for in this position cost calculation. The position would be funded by a \$179,400 subgrant from the Center to the Milwaukee County DA's Office via appropriation numeric 13200. Unused grant funds are estimated to be available from the \$179,400 PR-S subgrant provided from the Center for Calendar Year (CY) 2024.

The Milwaukee County DA's Office would request to carry CY2024 unspent funding over into CY2025 if permitted by the Center. The funding is sufficient to support the DVHRT prosecutor position until approximately March 8, 2025. Available funding and authorizations would be closely monitored, and the position would be vacated if a funding shortfall occurs.

With the year of funding granted, there is sufficient support for the DVHRT prosecutor for the requested period. There are also no concerns with the expenditure authority under Numeric 13200 given that it is a continuing, all-moneys received appropriation.

Special Information

The co-chairs of the Joint Committee on Finance, in a letter to the Department's Secretary dated June 12, 1996, set forth four additional items of information that should be included in a s.16.505 request for additional positions in the DA Program.

1. *An explanation of the effect of the positions on weighted caseload for the requesting counties (the Legislative Audit Bureau (LAB) methodology is suggested).*

Attachment 6. indicates the LAB methodology's results using modifications recommended by the Wisconsin DA's Association and highlights the impact on the Milwaukee County DA's Office. The caseload analysis table uses the most current court data available and with positions authorized as of August 2022. It is important to note that the position need shown in the LAB methodology is a general need responding to all duties of a DA office and is not specific to a particular type of criminal activity or caseload.

2. *An assessment of similar caseload problems in counties not addressed by the request.*
Data with which to make this assessment is not available.
3. *An explanation of why the request has greater priority than similar needs existing in other counties.*
The agreement amount for a DVHRT prosecutor is stipulated in the sub-grant agreement between the Center and the County's DA Office.
4. *If the request is intended to address a specific type of caseload, an explanation of why this type of caseload has a greater priority than other types.*
This grant, funded from DCF through the Center, is intended to proactively combat domestic violence incidents, develop collaboration with the DVHRT on community-based responses to domestic violence, identify best practices policies to enhancing prosecution of crimes against women, and prosecute domestic violence cases.

Summary

The Department of Administration, on behalf of the State Prosecutors Office (SPO), requests the creation of a project 1.0 PR FTE Assistant District Attorney position funded by Sojourner Family Peace Center, Inc., funded under s. 20.475(1)(h), Wis. Stats., Gifts and grants, appropriation numeric 13200. This position is requested to be created as soon as practicable until March 8, 2025, or until the funding is depleted, whichever occurs first. The position would serve as the Domestic Violence High Risk Team prosecutor for the Milwaukee County District Attorney's Office to carry out the duties outlined in Attachment 6.

Thank you for your consideration of the Department's request. Should you have any questions or require additional information, please contact Chris Paul at christopher.paul@wisconsin.gov.

cc: Jana Steinmetz, Division of Enterprise Operations, Administrator
Colleen Holtan, Bureau of Financial Management, Director

Page 3

Robin Malicki, Bureau of Financial Management, Budget Section Chief

Attachments: Attachment 1. Position Extension Request
Attachment 2. Sub-Grant Agreement (Sojourner Family Peace Center, Inc., and Milwaukee County)
Attachment 3. Grant Contract (Wisconsin Department of Children and Families and the Sojourner Family Peace Center, Inc.)
Attachment 4. Position Description – Domestic Violence High Risk Team Assistant District Attorney
Attachment 5. Memorandum of Understanding (Milwaukee County Domestic Violence High Risk Team)
Attachment 6. Weighted Caseload Analysis



OFFICE OF THE DISTRICT ATTORNEY

Milwaukee County

JOHN T. CHISHOLM • District Attorney

Chief Deputy Kent L. Lovern, Deputies Lovell Johnson, Jr., Jeffrey J. Altenburg, Karen A. Loebel,
Elisabeth Mueller, Matthew J. Torbenson, Megan M. Newport

January 28, 2024

Amanda Mott
State Prosecutor's Office
Post Office Box 7869
Madison, WI 53707-7869

Re: Creation of Project Position – Domestic Violence High Risk Team Prosecutor
Sojourner Family Peace Center Non-Profit Funding Grant

Dear Ms. Mott:

On behalf of the Milwaukee County District Attorney's Office, I request that you take the steps necessary to secure legislative approval for the creation of a new full-time position of assistant district attorney in the Milwaukee County District Attorney's Office to serve as the Domestic Violence High Risk Team Prosecutor. In accord with the enclosed sub-grant agreement and budget, I ask that this position have a term commencing on the date of its creation, through December 31, 2024.

As explained below, this position is wholly funded by a sub-grant award from the Sojourner Family Peace Center, Inc., a Wisconsin 501(c)3 nonprofit, non-stock corporation.

Sojourner Family Peace Center is a non-profit agency which provides an array of support to families affected by domestic violence. On January 30, 2023, Sojourner Family Peace Center received a \$1,000,000 grant from the Wisconsin Department of Children and Family Services (DCFS) to expand the Milwaukee Domestic Violence High Risk Team (DVHRT), an interagency team designed to manage domestic violence cases which are identified to be at the highest risk of homicide. The DCFS award included a provision for a sub-grant to the Milwaukee County District Attorney's Office in the amount of \$179,421, for the services of a prosecutor and a victim witness advocate during the grant term. Specifically, the one-year sub-grant provides funding in amount of \$113,025 for a Milwaukee County assistant district attorney to serve as the prosecutor for this initiative; \$61,338 for a Milwaukee County employee who will serve as victim witness advocate for the initiative; and \$5000 for supplies.

On December 22, 2023, Milwaukee County received the Sojourner Family Peace Center sub-grant award on behalf of the District Attorney's Office. The county victim witness advocate position contemplated by the sub-agreement has been created; by this letter, I ask that you take the steps necessary for the creation of the corresponding state assistant district attorney position. As noted above, the grant period will run through December 31, 2024. If unused funds remain at the end of that term, we will request an extension of the position, in the event that Sojourner Family Peace Center permits us to carry them into 2025.

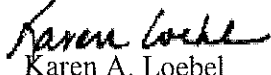
With this letter, and in support of my request, I enclose the following:

Amanda Mott
January 28, 2024
Page 2

- A copy of the Sub-Grant Agreement between Sojourner Family Peace Center and Milwaukee County, which incorporates the sub-grant budget and the contract between the Wisconsin DCF and Sojourner Family Peace Center, Inc (Contract 437003-W23-0002136-000-01) [Attachment A, pages 1-50. Note, the approved budget is found at pages 43 and 44];
- A copy of the Memorandum of Understanding between the DVHRT partners which explains the DVHRT [Attachment B, pages 1-6]; and
- A copy of the position description for the DVHRT assistant district attorney position to be created [Attachment C, pages 1-2].

Thank you for your consideration. If you have any questions or require additional information, please do not hesitate to contact me at 414-278-4626 or karen.loebel@da.wi.gov.

Very truly yours,



Karen A. Loebel
Deputy District Attorney

KAL/tm

Enclosures

SUB-GRANT AGREEMENT

Between

Sojourner Family Peace Center

And

Milwaukee County

This Sub-Grant Agreement (“**Agreement**”) is entered into this 8th day of December, 2023 by and between Sojourner Family Peace Center, Inc., a WI non-stock corporation (“**Agency**”), having its principal offices at 619 West Walnut Street, Milwaukee, WI 53212, and Milwaukee County (“**Subgrantee**”), having its principal offices at 821 West State Street.

In consideration of the covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES.

1.1 Subgrantee shall perform program services as listed on Exhibit 1.1, providing all materials and supplies necessary for proper performance thereof (hereinafter, the “**Services**”); and

1.2 Agency from time to time to may request changes in the scope of the Services. Such changes shall be authorized only upon written mutual agreement of the parties authorized official, as shown in the form of Exhibit 1.2 (each, a “**Scope of Work Amendment**”). Subgrantee acknowledges that the terms and conditions of this Agreement shall fully apply to any Scope of Work.

ARTICLE 2. CONSIDERATION.

2.1 For the Services, Agency shall pay Subgrantee as set forth on Exhibit 2.1.

2.2 Invoices submitted to Agency shall provide sufficient detail and substantiation (as defined on Exhibit 2.1), and shall be submitted on a quarterly basis.

2.3 Subgrantee shall be solely responsible for all of its own expenses. In particular, Subgrantee acknowledges that Agency will not withhold any portion of the compensation payable hereunder for withholding taxes or otherwise. Subgrantee shall be solely responsible for compliance with all applicable federal, state and local tax and other laws applicable to its receipt of compensation under this Agreement.

ARTICLE 3. COMMENCEMENT AND COMPLETION OF SERVICES.

Subgrantee shall commence performing Services promptly upon execution of this Agreement and/or January 1, 2024 (whichever occurs first) and shall complete its performance of Services by the end of the funding period (as defined in Exhibit 1.1) on December 31, 2024. Subgrantee shall adhere to applicable deadlines set forth in Exhibit 1.1, if any.

ARTICLE 4. INSURANCE. Subgrantee is self-funded for liability §893.80 and 895.46(1) of the Wisconsin Statutes, and automobile liability under Statute §345.05. Milwaukee County is also permissibly self-insured under Wisconsin Statute §102.28(2)(bm) for Workers’ Compensation. The protection is applicable to officers, employees, and agents while acting within the scope of their employment or agency. Subgrantee’s signed self-insured letter for 2023 is attached to this agreement.

ARTICLE 5. SUBGRANTEE'S AUTHORITY. Subgrantee is an independent contractor, not an agent or employee of Agency. Subgrantee has no authority to enter into any contract, incur any other obligation or enter into any judgment on behalf of or in the name of Agency.

ARTICLE 6. TERM AND TERMINATION. The term of this Agreement shall commence on January 1, 2024 and continue until the date that is the end of the funding period, December 31, 2024, unless sooner terminated in accordance with this Article 6. Either party may terminate this Agreement by fifteen (15) days' advance written notice at any time. Either party may terminate this Agreement (a) upon or after the breach of any material provision of this Agreement by the other party if the other party has not cured such breach within thirty (30) days after written notice thereof by the non-breaching party; or (b) upon or after the bankruptcy, insolvency, dissolution or winding up of the other party. Termination of this Agreement shall not release either party from any obligation and payment due prior to date of termination. Upon receipt of notice of termination, Subgrantee shall cease performing Services. Within fifteen (15) days of the actual termination, Subgrantee shall return to Agency all materials and information submitted by Agency to Subgrantee. Within fifteen (15) days of the actual termination Subgrantee shall deliver to Agency all work products produced by Subgrantee under this Agreement and shall provide Agency with an invoice for all Services properly performed by Subgrantee prior to the termination. Upon receipt of such materials and invoice, Agency shall, within forty-five (45) days, submit payment to Subgrantee for all Services properly performed.

ARTICLE 7. HOLD HARMLESS.

7.1 To the extent allowed by applicable law, Subgrantee shall hold harmless Agency, its insurers and/or employees from and against all actions, claims, demands, liabilities, damages, losses, and expenses, which relate to (a) personal or bodily injury, sickness, disease, death, injury or damage to property, and including without limitation any consequential damage arising therefrom, to the extent that such actions, claims, damages, losses, liabilities, costs, or expenses arise out of, or are claimed to arise out of or by reason of the negligence or willful misconduct in performance of Services by Subgrantee, or (b) Subgrantee's failure to comply with tax laws applicable to its receipt of compensation hereunder.

7.2 Agency shall Hold harmless Subgrantee, its insurers and/or employees from and against all actions, claims, demands, liabilities, damages, losses, and expenses, which relate to personal or bodily injury, sickness, disease, death, injury or damage to property, and including without limitation any consequential damage arising therefrom, to the extent that such actions, claims, damages, losses, liabilities, costs or expenses arise out of, or are claimed to arise out of or by reason of the negligence or willful misconduct in the performance of the obligations of Agency under this Agreement.

ARTICLE 8. WARRANTY. NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE PART OF THIS AGREEMENT.

ARTICLE 9. SUBGRANTEE NOT TO ASSIGN OR SUBCONTRACT. Subgrantee acknowledges that Agency is entering into this Agreement in reliance on the personal skill and knowledge of Subgrantee. Subgrantee shall not assign this Agreement or any part, and shall not subcontract the performance of any Services to any employee or other third person, without the written consent of Agency.

ARTICLE 10. CONFIDENTIALITY.

10.1 The term "**Confidential Information**" means any and all information, which:

- (a) is provided to Subgrantee by Agency;

- (b) concerns or relates to any aspect of the business of Agency; or
 - (c) is, for any reason, identified and treated as confidential by Agency,
- except such information which Subgrantee can prove, by clear and convincing evidence:
- (a) at the time of this Agreement is publicly and openly known and in the public domain;
 - (b) after the date of this Agreement becomes publicly and openly known and in the public domain through no fault of Subgrantee;
 - (c) is in Subgrantee's possession prior to this Agreement, lawfully obtained by Subgrantee other than from Agency and not subject to any obligation of confidentiality;
 - (d) is independently developed, as evidenced by written record; or
 - (e) is required to be disclosed by law, regulation or court order.

10.2 It is the responsibility of Agency to mark or otherwise identify in writing prior to submission any information considered confidential that it deems necessary to share with Subgrantee. Oral disclosures of Confidential Information shall be identified as confidential at the time of disclosure and confirmed in writing within fifteen (15) days of disclosure. Subgrantee understands and acknowledges that the Confidential Information is being revealed to Subgrantee in confidence solely for the purpose of allowing Subgrantee to perform the Services. Subgrantee shall not use, or induce others to use, any Confidential Information for any other purpose whatsoever, nor, at any time, print, copy or otherwise reproduce, in whole or in part, any Confidential Information, without prior consent of the Agency.

10.3 Subgrantee shall not disclose or reveal any Confidential Information to anyone except those of Subgrantee's employees with a definable need to know. Further, prior to revealing or disclosing Confidential Information to such employees, Subgrantee shall require the employees to agree to and be bound by the terms of this Agreement, and to subscribe hereto.

10.4 Upon completion of the Services, or upon request by the Agency, Subgrantee shall deliver over to the Agency all Confidential Information, as well as any other documents or things belonging to the Agency that may be in Subgrantee's possession. Subgrantee shall deliver to the Agency all copies of Confidential Information and shall not take or retain any copies thereof, except that Subgrantee may, at its option, retain one copy of all Confidential Information for the sole purpose of establishing Subgrantee's compliance with its obligations under this Agreement.

10.5 Subgrantee acknowledges that any unauthorized disclosure or use of Confidential Information to which it is given access by virtue of this Agreement, may cause Agency immediate and irreparable injury or loss. Accordingly, Subgrantee acknowledges and agrees that in the event of a breach, or threatened breach, of any provision of this Agreement, Agency shall be entitled to seek equitable relief.

ARTICLE 11. REPORTING AND COMMUNICATION. Subgrantee shall remain in regular contact with Agency and provide regular communication to Agency on the status and progress of the Services and shall at all times keep Agency apprised on a timely basis of any deadlines or developments arising in connection with the Services. The Subgrantee and Agency will find a mutually agreeable regular meeting time, occurring at least bi-monthly unless parties mutually agree to meet more or less frequently. Between meetings, the Subgrantee and Agency will make themselves available for communication as is necessary to successfully complete the

Services. All required reports should be submitted to Lisabeth Marquardt, Senior Director, of Agency. Refer to programmatic report content and deadline specifications in Exhibit 1.1. Refer to financial report formatting, content, and deadlines in Exhibit 2.1.

ARTICLE 12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement, superseding all prior oral or written representations, understandings, covenants and agreements, on the subject hereof, and (except as otherwise set forth herein) may be amended only by a writing signed by both parties.

ARTICLE 13. SPECIAL AWARD CONDITIONS. The agreement dated 30th of January, 2023, by and between Wisconsin Department of Children and Families and the Agency, attached hereto as Attachment 1 (the "Special Award Conditions") is hereby made part of this Agreement. Subgrantee hereby agrees to comply with the requirements and provisions of the Special Award Conditions and to cooperate with the Agency in fulfilling the Agency's obligations under the Special Award Conditions. In the event of a conflict between this Agreement and the Special Award Conditions, the Special Award Conditions shall control.

ARTICLE 14. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

ARTICLE 15. POINTS OF CONTACT. Agency provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Agreement.

Financial point of contact:

Name and title: Tammy DuBois, Chief Financial Officer
Organization: Sojourner Family Peace Center
Address: 619 W. Walnut Street, Milwaukee, WI, 53212
Telephone: 414-810-3639
Email: TammyD@familypeacecenter.org

Programmatic point of contact:

Name and title: Lisabeth Marquardt, Senior Director of Data Analytics, Grants, and Compliance
Organization: Sojourner Family Peace Center
Address: 619 W. Walnut Street, Milwaukee, WI, 53212
Telephone: 414-810-1597
Email: lizm@familypeacecenter.org

Subgrantee provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Agreement.

Financial point of contact:

Name and title: Anna Thomas, Financial Manager
Organization: Milwaukee County District Attorney's Office
Address: 821 West State Street, Room 405, Milwaukee WI 53233
Telephone: 414-639-7346
Email: anna.thomas@da.wi.gov

Programmatic point of contact:

Name and title: Matthew J. Torbenson, Deputy District Attorney
Organization: Milwaukee County District Attorney's Office
Address: 821 West State Street, Room 405, Milwaukee WI 53233
Telephone: 414-278-2638
Email: matthew.torbenson@da.wi.gov

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first above written.

SUBGRANTEE:

Milwaukee County




Signature

12/21/2023

Date

David Crowley
Milwaukee County Executive

Program Manager, Subgrantee:



Signature

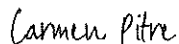
12/20/2023

Date

Matthew Torbenson
Deputy District Attorney

AGENCY:

SOJOURNER FAMILY PEACE CENTER, INC.



Signature

12/20/2023

Date

Carmen Pitre
President and Chief Executive Officer

Exhibit 1.1 Services

Milwaukee County District Attorney's Office (MCDAO) as a primary collaborative partner of the Domestic Violence High Risk Team (DVHRT) agrees to supporting the DVHRT expansion with both individual and collaborative contributions to the work. The anticipated scope of MCDAO's scope of work is described below.

MCDAO will employ the positions described in the budget (Attachment 2) and oversee their role in supporting the DVHRT. The approved expenses include one (1.0) FTE Assistant District Attorney, one (1.0) FTE Victim Witness Advocate, and supplies needed to advance the goals of the DVHRT. These positions may be backfilled.

MCDAO commits to:

- Identify cases at increased risk of homicide according to agreed-upon criteria and refer to the DVHRT Coordinator, as well as passing along referrals from their colleagues.
- Consistently attend meetings. If unable to attend, MCDAO will provide case information to the DVHRT Coordinator (Sojourner) in advance of the meeting whenever possible. Approximately 30 cases will be staffed each week. Urgent cases can be added beyond capacity when possible. Final case selection will be determined by the DVHRT Coordinator.
- Share information about involvement and/or history of cases being reviewed and involved parties. Information shared shall be limited only by state and federal statutes, administrative regulations and/or executive directives and agency policies governing privilege and confidentiality. Keep information shared at case reviews confidential except as required by law and professional responsibilities.
- Provide recommendations for each case staffed.
- Relay information about case recommendations back to their own agency as needed and ensure follow through on agency-specific recommendations. Coordinate MCDAO's follow through. These recommendations include, but are not limited to:
 - requesting follow up and investigation from law enforcement when it has been determined that additional crimes have occurred (often intimidation or stalking),
 - conducting the Lethality Assessment with victims when not completed at the initial MPD response.
 - contacting victims who have not consented to have their personally identifiable information shared for a referral to Sojourner or domestic violence victim service provider. Encourage them to give consent by discussing the benefits of engaging with service providers.
 - providing support to victims engaged in the criminal justice process, including referring victims to Sojourner and other community partners for resources and support when consent is given by the victim. Communicate with DVHRT partners about the needs of the victim(s).
 - making recommendations to the court for bail/bond and sentencing, and
 - reviewing jail calls of abuser in the custody of the jail to determine if victims are being intimidated.
- Share agreed upon data about DVHRT cases with Sojourner for reporting and data analysis purposes.
- Participate in discussions with other core group members to make collaborative decisions about the DVHRT. Meetings include the DVHRT Leaders group and the DVHRT core working group.

Exhibit 2.1
Fee Arrangement

- A) This Agreement shall be construed as a “subaward” and, pending budgetary approval, the Agency will pay Subgrantee \$179,421 (“Amount Obligated”) for successful completion of Services provided under this Agreement.
- B) It is anticipated that the Amount Obligated is sufficient to cover services (including those costs reflected in the Subgrantee budget, Attachment 2) through the end of the term. Agency shall not be liable for reimbursing Subgrantee for any costs in excess of the Amount Obligated.
- C) Payments will be made to Subgrantee on a reimbursement basis, consistent with completion of Services. Reimbursements will only be made upon the timely receipt of quarterly financial reports of project activities verified to be complete by Agency in the format required. No funds will be released until required reports are received and Agency has been reimbursed by the funder.
- D) Agency reserves the right to withhold reimbursement for any of the following:
 - a. Subgrantee failure to make satisfactory progress toward Scope of Work set forth in Exhibit 1.1.
 - b. Subgrantee defaults or otherwise unable to adhere to conditions in this Agreement.
 - c. Subgrantee is unable to submit reliable, timely reports or other deliverables.
 - d. Subgrantee failure to submit adequate documentation of expenses.
- E) Agency reserves the right to withhold 10% of the Amount Obligated from the final payment hereunder until all required final project reports are received and verified complete by Agency.
- F) All payments to Subgrantee will be made by check payable to Milwaukee County and sent by First Class mail, postage paid, to the address listed in this Agreement.
- G) Subgrantee shall maintain adequate records that clearly support the charges and expenditures incurred under this Agreement.
- H) Subgrantee shall prepare financial reports on a quarterly basis throughout the funding period. Reports submitted by the fifth working day of the month will be submitted for reimbursement to the funder and Agency will reimburse Subgrantee upon payment to Agency by the funder.
- I) Financial reports shall include at a minimum the following information:
 - a. Subgrantee is required to send documentation to support claims made on a financial report. Agency may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged, amend schedule for reporting requirements, and/or require additional supporting documentation from Subgrantee as necessary.
 - b. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
 - c. An accounting of year-to-date expenses, indicating cumulative *actual versus budget*
 - d. Grant balance remaining as of the date of the financial report; and
 - e. Additional supporting documentation, upon request and in the sole discretion of Agency.
- J) A final financial report for the funding period under this Agreement must be provided to Agency 30 days following the conclusion of the funding period.



Governor Tony Evers
Secretary Emilie Amundson
dcf.wisconsin.gov

CONTRACT

by and between

Wisconsin Department of Children and Families

and

Sojourner Family Peace Center, Inc.

CONTRACT NO

437003-W23-0002136-000-01

ASSISTANCE LISTING#

21.027 Coronavirus State and Local Fiscal Recovery Funds

Additional Federal Award Information

COMMODITY OR SERVICE TITLE

Milwaukee County Domestic Violence High Risk Team (DVHRT)

CONTRACT TERM

01/01/2023 - 12/31/2024

DCF CONTRACT ADMINISTRATOR

Wendy Henderson - (608) 422-6989

Wendy.Henderson@wisconsin.gov

CONTRACT BILLING AND PAYMENT TERMS

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

CONTACT INFORMATION

Sojourner Family Peace Center, Inc.

Authorized Signatory

Carmen Pitre

carmenp@familypeacecenter.org

Address

619 W Walnut Street

Milwaukee WI 53212

Phone

(414) 276-1911

Supplier Contract Admin

Carmen Pitre

carmenp@familypeacecenter.org

CC

Liz Marquardt

lizm@familypeacecenter.org

UEI

K7ESNRKE7AT7



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:

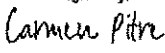
Contractor: Sojourner Family Peace Center, Irie.		STAR Supplier ID: 0000015884
Commodity or Service Description	SPARC Contract Code Number	Award Amount
Milwaukee County Domestic Violence High Risk Team	6002	\$1,000,000.00

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,

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.

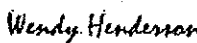
Signatures

DocuSigned by:


 DECS6D0082B441E
 Carmen Pitre
 President & CEO

1/30/2023 | 2:28:38 PM CST

 Date

DocuSigned by:


 281B3E091330455
 Division Administrator Wendy Henderson
 Department of Children and Families

1/13/2023 | 10:45:22 AM CST

 Date

99 
 DocuSigned by:


 B4293924AAOR47A
 Deputy Secretary Jeff Pertl
 Department of Children and Families

1/13/2023 | 10:46:06 AM CST

 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 01/01/2023 to 12/31/2024. Upon satisfactory performance and by mutual agreement of the agency and the Contractor, the Contract may be renewed up to one (1) additional 9-month period.

III. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

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. Standard Terms and Conditions (DOA-3054A)
- D. Supplemental Terms and Conditions (DOA-3681)
- E. This Contract, including all exhibits, attachments, appendices and addenda to the Contract

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.

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.

C. Minority Business Subcontractors

The Wisconsin Department of Children and Families is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

Contractors are strongly urged to use due diligence to further this policy by setting up Subcontracts to State-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this Contract (second-tier suppliers), with a goal of awarding 5% of the Contract cost to such enterprises. An MBE means a business certified, or certifiable, by the Wisconsin Department of Administration under Statute 16.75(3m)(b)(I).

A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State of Wisconsin Department of Administration Supplier Diversity website: [Supplier Diversity](#).

Quarterly reports, as agreed, are requested to be submitted to the Department of Children and Families, Procurement Unit, itemizing the deliveries and cost of items or services provided by certified firms. Reports should state the costs for the previous Contract quarter. The Department reserves the right to verify with listed firms their involvement as Subcontractors or second-tier suppliers.

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

Effective July 1, 2021, 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 D.CF's premises any person employed or c:ontracted 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 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.

A. Allowable Costs

The Department will make payments for costs that are consistent with the [DCF Allowable Cost Policy Manual](#) and applicable Federal allowable cost principles. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 200 and 45 CFR Part 75, 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 be reimbursed at the established State of Wisconsin rates as determined by the Division of Personnel Management (DPM).

The current travel reimbursement rates are located on DPM's web site at: [Uniform Travel Schedule](#) and [Pocket Travel Guide](#).

The Contractor shall not pay, nor will DCF reimburse, for an hourly labor rate for travel time that is in excess of 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://dcfsparc.wisconsin.gov/>.

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 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 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 45 CFR Part 75, 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 cure 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 receiver 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

OCF 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 my 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

Contractors 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 attorneys 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.

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. 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 therefrom or based thereon; or
3. Information designated as confidential in writing by DCF.

"Personally Identifiable Information" means an individual's lastname and the individual's first name or first initial; in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

1. The individual's Social Security Number;
2. The individual's driver's license number or State identification number;
3. The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account;
4. The individual's ONA profile; or
5. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

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 third 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.

"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.

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 closing out audit forthwith. The Contractor shall submit a closing out audit, 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. 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 45 CFR Part 75, where applicable.

G. 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 45 CFR Part 75, 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(4)(c), 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 45 CFR Part 75, 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 45 CFR Part 75, 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 (45 CFR part 75.516(a)(6)). 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: DCF_Auditors@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 45 CFR Part 75, 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. Fraud Disclosure

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

K. ACF General Terms and Conditions

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

L. Federal Funding

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

M. 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, 2025. The Agency shall submit an updated LOA in the event of changes to the key personnel identified in the LOA.

The Agency agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The CRC requirements include developing a CRC Plan, depending on the number of employees and amount of federal revenue received

by the agency. The website with Instruction and Templates necessary to complete both your CRC LOA and CRC Plan to meet civil rights requirement is located at: <https://dcf.wisconsin.gov/civilrights/plans>

Additional resources and training information are available at:

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

N. 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: <http://vendornet.state.wi.us/vendornet/oaforms/D0A-3021P.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 customer complaints regarding the operation of the program by the Contractor. The Contractor shall provide the Department with access to all customer records upon request, including the results of Contractor administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) 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 Contractor 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.

S. 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 must approve the Contractor's plan for corrective action. 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. 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.

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 Contractor'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.

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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.

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.

Sojourner Family Peace Center, Inc.
Contractor Name

K7ESNRKE7AT7
UEI

DocuSigned by:
Carmen Pitre
Carmen Pitre
President & CEO

1/30/2023 | 2:28:38 PM CST
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.

Sojourner Family Peace Center, Inc.
Contractor Name

K7E5NRKE7AT7
UEI

Undersigned by:


Carmen Pitre
President & CEO

1/30/2023 12:28:38 PM CST

Dc;1te

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 checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" 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 checked="" type="checkbox"/> Prime <input checked="" 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: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB
0348-0046.

Reporting Entity: _____ Page _____ of _____

Authorized for Loca 1 Reproduction
Standard Form - LLLaA

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 this form is required for each payment or agreement to make payment to an 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 July 11 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

MINORITY BUSINESS PARTICIPATION REPORT

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

Return via e-mail to: DCFProcurement@wi.gov

Report Date	Contract/ Purchase Order#	Time Period Covered by Report			
		<input checked="" type="radio"/> Monthly:		through	
		<input checked="" type="radio"/> Quarterly:		<input type="checkbox"/> #1	<input type="checkbox"/> #2
				<input type="checkbox"/> #3	<input type="checkbox"/> #4

Project Name/ Contract Title	
Prime Vendor/ Contractor Name	Federal Employer Identification Number - FEIN

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

If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation. If you have questions, please call DCF Procurement Staff, 608-422-6389 or 608-422-6363.

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

 (Prime Vendor Authorized Representative Name)

 (Title)

Exhibit 1: Scope of Services

Milwaukee County's Domestic Violence High Risk Team- Expansion and Scope of Services

Milwaukee County's Domestic Violence High Risk Team (DVHRT) manages cases identified to be at highest risk for homicide. The goal of this team is to save lives.

Plans for expansion include:

- an increased capacity of cases to be staffed by the team,
- II more home visits by all DVHRT members in cases where this is safe/appropriate for victims;
- outreach to DVHRT offenders and
- II more efficient review of all DV cases in Milwaukee County.

Milwaukee County DVHRT agencies include the Milwaukee County District Attorney's Office, Milwaukee Police Department, various other Milwaukee County law enforcement agencies, Department of Corrections and Sojourner. All DVHRT agencies already commit to providing the following:

- 11 dedicated staff and resources for DVHRT cases,
- II participate in DVHRT case staffings 2x weekly,
- collaborate with all participating DVHRT agencies for the safety of victims and accountability of abusers,
- II follow through on recommendations for their agency that are made during case staffings,
- refer cases to the agency identified for high risk for homicide,
- and provide relevant/shareable agency history for parties whose cases are being reviewed.

Scope of services

Each DVHRT agency provides specific services for DVHRT cases. The scope of these services will remain consistent during expansion.

The primary role of the Milwaukee County District Attorney's Office (DA's Office) at DVHRT is to decide if criminal charges will be issued against an abuser and prosecute those cases. In addition to this the DA's Office commits to:

- requesting follow up and investigation from LE when it has been determined that additional crimes have occurred (often intimidation or stalking),

Exhibit 1: Scope of Services

- providing support to victims engaged in the criminal justice process,
- making recommendations to the court for bail/bond and sentencing and
- reviewing jail calls of abuser in the custody of the jail to determine if victims are being intimidated.

The primary role of the Department of Corrections Division of Community Correction\$ (DCC) is to supervise individuals convicted of crimes and sentenced to probation/parole. In addition to this the DCC commits to:

- determining appropriate services to require of their clients (mental health counseling, batterers intervention programming, substance abuse treatment, etc.),
- providing GPS monitoring when appropriate and of offenders whose locations need to be monitored (often in stalking cases),
- collaborate With US Marshals to locate and arrest suspects who are absconding and
- engaging victims in opportunities to report concerns and violations

The primary role of the Milwaukee Police Department and other Milwaukee County law enforcement agencies is to ensure the immediate safety of victims, arrest suspects, investigate crimes believed to have occurred, and refer criminal charges to the DA's Office. In addition to this MPD and other law enforcement agencies commit to:

- completing necessary follow up investigations as requested by the DA's Office,
- concentrate efforts to locate and arrest DVHRT abusers who are wanted and/or have warrants,
- complete home visits to victims with DV advocates and
- following up with DVHRT victims who were unable to provide consent to connect with advocacy services (often due to severe injuries) to ensure access to needed support.

The primary role of Sojourner is to provide confidential advocacy services and support to DV victims. In addition to this Sojourner commits to:

- prioritizing follow up and available services to DVHRT victims,
- providing client assistance funds when appropriate/approved to support victims being safe and independent from abuse and
- 11 connecting victims with culturally specific DV service providers when appropriate and desired by DVHRT victims

Expansion Details

- Increase entire team connection rate from 2x/week to 5x/week.
- Target goal to increase case capacity by an additional 520 cases/year (baseline for 2022 will be in excess of 1,000 cases).
- Increase from 1 prosecutor to 2.
- Increase from 2 victim witness advocate specialists to 3.

Exhibit 1: Scope of Services

- 11 Increase from 2 Milwaukee Police Department Sensitive Crimes Division officers to 4.
- 11 Increase DOC agent time to receive/review high-risk cases from 2x/Week to 5x/week.
- 111 Increase from 7 confidential victim advocates to 9.
- 111 Add an additional position to support case identification and team coordination (new position to the team).
- 11 Add an Offender Support Specialist position (new position to the team).
- 1111 Increase client emergency funds available to support emergency victim needs (security cameras, hotel stays, relocation expenses when leaving an abuser, etc.).

*The DVHRT's Data Specialist will track all relevant data; to include home visits, charging rates, advocacy connection rate, etc. All data will be available for review.

Exhibit 2: Budget

CY2023-2024 Budget

Salary and Fringe Costs			
Name/Title of Positions	Salary	% of Time Dedicated to Program	Amount
2 high risk advocates and co-coordinator			\$272,579.00
Offender Support/Therapist			\$83,000.00
		Salary Totals	\$ 355,579.00

Consultant/Contractual	
Name of Consultant/Contract	Amount
Milwaukee County District Attorney	\$ 179,421.00
Wisconsin Department of Corrections	\$ 50,000.00
Milwaukee County Police Department	\$ 325,000.00
Consultant/Contractual Totals	\$ 554,421.00

Direct Expenses -Administrative	
Item	Amount
Operating support	\$40,000.00
Administrative Direct Expenses Totals	\$ 40,000.00

Direct Expenses - Client Related	
Item	Amount
Client emergency funds	\$ 50,000.00
Participant Direct Expenses Totals	\$ 50,000.00

Total Grant Amount	\$ 1,000,000.00
---------------------------	------------------------

MCDAO DV HRT BUDGET SUMMARY	
Category	Amount
Personnel	\$133,025
Employee Benefits	\$41,396
Supplies	\$5,000
Total	\$179,421

MCD AO DV HRT BUDGET SUMMARY		
Category	Description	Total
Personnel		
ADA	Salary for 1.0 FTE Assistant District Attorney Position, calculated at backfill prosecutor, entry level, hourly rate, with projected \$2.34 wage increase projected in month 4.	\$36.00 / hour x 520 hours = \$18,720; \$38.34 / hour x 1560 hours = \$59,810 \$78,530
VW Advocate	Salary for 1.0 FTE Victim Witness Advocate Position, calculated at entry level hourly rate, with 2% wage increase projected in month 7.	\$25.94 / hour x 1040 hours = \$26,978; \$26.46 / hour x 1040 hours = \$27,517 \$54,495
Personnel Total		\$133,025
Employee Benefits		
ADA	Fringe benefits calculated at state authorized rate approximately 44% of salary costs: social security, at 7.65%; state pension fund contributions, at 10.75%; health, life, and income continuation insurance, at approximately 22% and Pension Obligation Bond at 4%	\$133,025 x 44% \$34,553
VW Advocate	Remaining grant award allocated to fringe benefits, resulting in fringe rate of approximately 12.5%. Note approved County fringe rate for 2023 is 52.5%	\$54,945 x 12.5% \$6,843
Employee Benefits Total		\$41,396
Supplies		
Computer equipment and licensing	State Spec computer laptops and standard peripherals (Monitor docks, mouse, keyboard); necessary licenses including Microsoft Office Suite.	\$2500 x 2 \$5,000
Supplies Total		\$5,000
Total		\$179,421

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

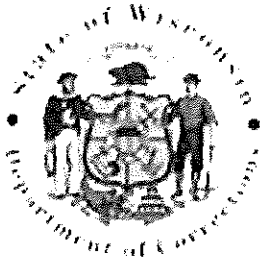
Milwaukee County District Attorney's Office

Position Description
Assistant District Attorney
DVHRT POSITION

1. Review misdemeanor and felony domestic and family violence referrals for prosecution; review police reports and interview civilian witnesses and police officers at charging conferences to determine whether criminal charges are appropriate; prepare and file criminal complaints; prepare declination memos to explain why charges are not being issued in appropriate cases; and notify victims of charging decisions. This position will have a caseload that shall not exceed 40% of the average caseload in Milwaukee County.
2. Work with the DV Team Captain to cover the Domestic Violence High Risk Team (hereinafter DVHRT) case staffings, and vertically prosecute cases developed through the DVHRT. Collaborate with community based domestic violence advocates in the community and police officers assigned to investigate high-risk cases to provide a community response to domestic violence by meeting with victims in the community following incidents of domestic violence that qualify for high risk case staffing.
3. Coordinate with law enforcement to provide a direct, community based response to incidents of domestic violence. This would include scene visits, community based charging conferences (at the district level), home visits with families impacted by domestic violence, and regular community based team meetings to develop a coordinated response to incidents of domestic violence.
4. Coordinate with the DV Team Captain to ensure vertical prosecution on cases developed through the DVHRT case staffings. Attend community meetings to promote awareness about the DVHRT community response in Milwaukee County.
5. Represent the State's interest in initial appearances on felony and misdemeanor domestic and family violence cases before judges and court commissioners; schedule preliminary hearings on felony cases; schedule misdemeanor and felony domestic violence cases for appropriate proceedings in the specialized domestic violence courts; and make bail recommendations.
6. Represent the State's interest in misdemeanor and felony domestic and family violence cases before judges and court commissioners assigned to

the specialized domestic violence courts; handle all aspects of such cases, including such matters as initial appearances, pretrial conferences and negotiations, pretrial discovery and motions hearings, guilty plea hearings, court and jury trials, sentencings, and post-conviction motions.

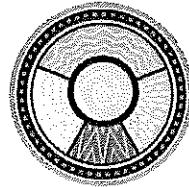
7. Initiate and defend appeals in the Court of Appeals on misdemeanor domestic and family violence cases heard by a single Court of Appeals judge pursuant to Wis. Stat. § 752.31(3); and assist the Attorney General in misdemeanor and felony domestic and family violence appeals in the Supreme Court or heard by a three-judge panel in the Court of Appeals.
8. Identify and become familiar with best practice policies to enhance the prosecution of crimes of violence against women; become familiar with existing VAWA Department of Justice training efforts; serve on advisory councils, local community coordinated response (CCR) and/or sexual assault response teams (SART), committees and other boards and entities as requested or invited by partners, and others working on issues of crimes of violence against women.



MILWAUKEE COUNTY
District Attorney



SOJOURNER



Milwaukee County Domestic Violence High Risk Team— Memorandum of Understanding

Alma Center

Sojourner

Milwaukee Police Department

Milwaukee County District Attorney's Office

*Wisconsin Department of Corrections—Division of Community
Corrections*

This Memorandum of Understanding represents the commitment of the above described agencies to partner and collaborate to reduce the likelihood of homicide on Milwaukee County's highest risk domestic violence cases. We recognize that domestic homicides are predictable and endeavor to identify these at-risk families to the best of our collective ability. We will dedicate our available resources to provide our expertise and interventions to prevent homicides in these situations. Our shared goal is to save lives.

Purpose:

A Domestic Violence High Risk Team (DVHRT) is a best practice recommendation by the U.S. Department of Justice (DOJ) for communities to address domestic violence cases at high-risk for homicide. Our DVHRT will honor the distinct roles of each of our agencies while collaborating for the best possible outcome on each high-risk case we manage. We will work together to efficiently identify Milwaukee County's domestic violence cases determined to be at **highest** risk for lethal violence. Once identified, those cases will be staffed by our team to determine if we have further recommendations for interventions. To save lives, our focus will be on maximizing safety for survivors and accountability for abusers. Our review process also commits to

support victim autonomy by offering each victim reached the opportunity to provide feedback to the DVHRT if they wish.

Guiding Principles

Our DVHRT agencies share several beliefs that serve as a guide for our work. We believe:

- Some types of domestic abuse are more dangerous than other types.
- There are known indicators in domestic abuse situations that raise the likelihood for homicide.
- What is predictable can be preventable.
- Collaboration between partners yields better case results.
- Swift outreach to survivors increases likelihood of their participation in advocacy services and/or law enforcement investigations and/or prosecution.
- Being allowed an opportunity to give input to the DVHRT can empower survivors. Empowerment increases resiliency.
- Identification of the highest-risk cases creates increased opportunities for immediate intervention and services.

Case Identification:

Any DVHRT agency, as well as outside community organizations, can refer a case in to be reviewed by the team. Cases can also be screened in by the DVHRT Coordinator. Intimate partner and familial domestic cases will be given preference over non-intimate partner roommate situations. Approximately 30 cases will be staffed each week. Urgent cases can be added beyond capacity when possible. Final case selection will be determined by the DVHRT Coordinator. Priority is always given to the following cases with evidence based indicators of a higher risk for homicide:

- Cases that reach a maximum weighted score of 25-26 via the Lethality Assessment Program (LAP) tool.
- Cases that include:
 - Shooting
 - Stabbing
 - Strangulation to unconsciousness, loss of bladder/bowel, significant injury and/or via use of an object
 - Sexual Assault

Expectations of DVHRT Members:

DVHRT members are expected to:

- Consistently attend meetings. If unable to attend, provide case information to the DVHRT Coordinator (Sojourner) in advance of the meeting whenever possible.
- Share information about involvement and/or history of cases being reviewed and involved parties. Information shared shall be limited only by state and federal statutes, administrative regulations and/or executive directives and agency policies governing privilege and confidentiality. Due to client/advocate privilege as identified in Wisconsin state statutes, Sojourner commits to:
 - Attempting to get consent to share information from every victim on high-risk cases who situations are being reviewed by the DVHRT.

- Share what information we hold that is not protected by privilege or confidentiality.
- Follow our internal procedures for reporting concerns about homicide, suicide and child abuse.
- Keep information shared at case reviews confidential except as required by law and professional responsibilities.
- Provide recommendations for each case staffed.
- Relay information about case recommendations back to their own agency as needed.
- Follow through on agency-specific recommendations.
- Pass along any referrals from their colleagues to the DVHRT Coordinator.
- For law enforcement, probation/parole and Sojourner: coordinate home visits and in-person outreach efforts whenever needed for safety reasons.

Expectations of DVHRT Coordinator and Data Specialist:

DOJ's recommended DVHRT model indicates the local domestic abuse service provider should be assigned the Coordinator role for the DVHRT. Sojourner commits to providing this resource to the DVHRT, along with a Data Specialist. These roles are expected to:

- Plan and facilitate case reviews.
- Provide members with a list of cases to be staffed.
- Provide a list of recommendations for each case to DVHRT members.
- Track data related to progress and impact of DVHRT (Data Specialist).

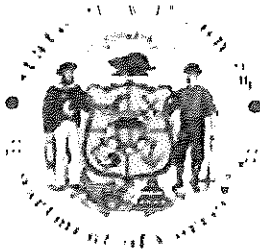
Case Specific Needs:

Cases staffed by the DVHRT will be referred, as needed, to other community partners for resources and support. In addition, DVHRT members can refer cases within their own organizations as needed for agency-specific response. DVHRT members are not expected to handle each case themselves. Some of the community partners that will be considered on a case-by-case basis for referrals, resources and support include:

- Internal Sojourner services and services of FPC co-located partners
- Culturally-specific domestic abuse agencies
- Other community domestic abuse agencies
- Community batterer intervention programs
- Division of Milwaukee Child Protective Services
- Legal Action of Wisconsin and other community-based legal service providers, including those providing legal services in the areas of family law, housing, public benefits, immigration, victims' rights, and other related issues.
- Milwaukee Public Schools and other public/private schools in Milwaukee County
- City of Milwaukee Health Department
- Independence First and other community organizations that support those with disabilities
- Milwaukee County Adult Protective Services

Other Considerations:

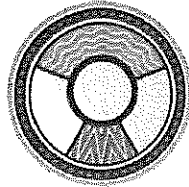
Sojourner has been awarded a grant from the State of Wisconsin in order to support an expanded DVHRT approach that is in concert with the best practice recommendation by the US DOJ. Funding from this grant will be awarded partners to use to support to DVHRT expansion. The details of this grant are still being finalized, and this will be codified in a future separate agreement.



MILWAUKEE COUNTY
District Attorney



SOJOURNER



Milwaukee County's Domestic Violence High Risk Team
Memorandum of Understanding - Signature Page

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Carmen Pitre-Sojourner

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Date

[Signature]

Chief Jeffrey Norman—Milwaukee Police
Department

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Date

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John Chisholm—Milwaukee County District
Attorney's Office

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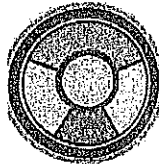
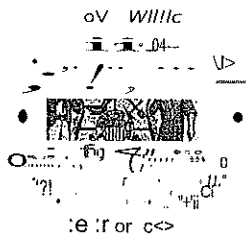
Secretary Kevin A. Carr, WI Department of
Corrections Division of Community Corrections

Date

Terri Strodtfio-ff - Alma Center

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Date



Milwaukee County's Domestic Violence High Risk Team Memorandum of Understanding - Signature Page

Carmen Pitre-Sojourner

Date

Chief Jeffrey Norman -Milwaukee Police
Department

Date

John Chisholm-Milwaukee County District
Attorney's Office

Date

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Secretary Kevin A. Carr
WI Department of Corrections

6/19/2023

Date

Terri Strodthoff-Alma Center

Date

Weighted Caseload Analysis – As of August 2022

DA Office Code		Authorized Permanent FTE AUG 2022	Total hours available (1162/FTE)	Dif (=needed-available)	FTE equivalent (=dif/1162)	FTE needed as a % of current FTE	Current FTE as a % of total FTE needed	2020 DOA Population Estimate	Prosecutors per 10,000 residents (Goal is 1 to 10,000)
#	DA Office	FTE	1,162	Hours	FTE needed	% FTE needed	% FTE needed		
1	Adams	2.00	2,324.00	391.42	0.34	16.84%	85.59%	20,701.00	0.97
2	Ashland	2.60	3,021.20	809.67	0.70	26.80%	78.86%	15,871.00	1.64
3	Barron	4.00	4,648.00	473.96	0.41	10.20%	90.75%	46,522.00	0.86
4	Bayfield	1.70	1,975.40	-417.39	-0.36	-21.13%	126.79%	15,334.00	1.11
5	Brown	15.00	17,430.00	12,221.64	10.52	70.12%	58.78%	264,821.00	0.57
6	Buffalo	1.20	1,394.40	854.99	0.74	61.32%	61.99%	13,671.00	0.88
7	Burnett	2.00	2,324.00	1,891.10	1.63	81.37%	55.14%	15,486.00	1.29
8	Calumet	3.00	3,486.00	247.92	0.21	7.11%	93.36%	53,338.00	0.56
9	Chippewa	6.00	6,972.00	1,682.41	1.45	24.13%	80.56%	65,339.00	0.92
10	Clark	2.00	2,324.00	359.82	0.31	15.48%	86.59%	34,725.00	0.58
11	Columbia	6.00	6,972.00	2,390.15	2.06	34.28%	74.47%	57,134.00	1.05
12	Crawford	1.00	1,162.00	586.90	0.51	50.51%	66.44%	16,679.00	0.60
13	Dane	29.00	33,698.00	10,620.11	9.14	31.52%	76.04%	543,408.00	0.53
14	Dodge	5.00	5,810.00	264.12	0.23	4.55%	95.65%	90,005.00	0.56
15	Door	2.00	2,324.00	475.57	0.41	20.46%	83.01%	28,770.00	0.70
16	Douglas	5.00	5,810.00	1,692.95	1.46	29.14%	77.44%	44,246.00	1.13
17	Dunn	5.00	5,810.00	1,362.31	1.17	23.45%	81.01%	44,788.00	1.12
18	Eau Claire	10.00	11,620.00	7,484.00	6.44	64.41%	60.82%	103,959.00	0.96
19	Florence	0.60	697.20	-261.82	-0.23	-37.55%	160.14%	4,467.00	1.34
20	Fond du Lac	9.00	10,458.00	4,390.89	3.78	41.99%	70.43%	104,370.00	0.86
21	Forest	2.00	2,324.00	86.84	0.07	3.74%	96.40%	9,183.00	2.18
22	Grant	2.00	2,324.00	2,036.74	1.75	87.64%	53.29%	52,572.00	0.38
23	Green	3.00	3,486.00	-202.03	-0.17	-5.80%	106.15%	36,967.00	0.81
24	Green Lake	2.00	2,324.00	401.72	0.35	17.29%	85.26%	19,178.00	1.04
25	Iowa	2.00	2,324.00	924.44	0.80	39.78%	71.54%	23,915.00	0.84
26	Iron	1.00	1,162.00	-180.53	-0.16	-15.54%	118.39%	5,909.00	1.69
27	Jackson	3.00	3,486.00	200.10	0.17	5.74%	94.57%	20,828.00	1.44
28	Jefferson	6.00	6,972.00	1,982.79	1.71	28.44%	77.86%	84,692.00	0.71
29	Juneau	3.00	3,486.00	1,007.82	0.87	28.91%	77.57%	27,250.00	1.10
30	Kenosha	17.00	19,754.00	7,558.32	6.50	XX	72.33%	170,514.00	1.00
31	Kewaunee	1.50	1,743.00	-362.80	-0.31	-20.81%	126.29%	20,746.00	0.72
32	La Crosse	10.00	11,620.00	2,247.36	1.93	19.34%	83.79%	120,447.00	0.83
33	Lafayette	1.50	1,743.00	-95.72	-0.08	-5.49%	105.81%	17,007.00	0.88
34	Langlade	2.50	2,905.00	1,275.78	1.10	43.92%	69.48%	20,063.00	1.25
35	Lincoln	3.00	3,486.00	528.89	0.46	15.17%	86.83%	28,800.00	1.04
36	Manitowoc	7.00	8,134.00	5,252.26	4.52	64.57%	60.76%	81,349.00	0.86
37	Marathon	13.00	15,106.00	5,050.83	4.35	33.44%	74.94%	137,237.00	0.95

Weighted Caseload Analysis – As of August 2022

DA Office Code		Authorized Permanent FTE AUG 2022	Total hours available (1162/FTE)	Dif (=needed-available)	FTE equivalent (=dif/1162)	FTE needed as a % of current FTE	Current FTE as a % of total FTE needed	2020 DOA Population Estimate	Prosecutors per 10,000 residents (Goal is 1 to 10,000)
#	DA Office	FTE	1,162	Hours	FTE needed	% FTE needed	% FTE needed		
38	Marinette	3.00	3,486.00	1,314.30	1.13	37.70%	72.62%	41,255.00	0.73
39	Marquette	1.60	1,859.20	553.74	0.48	29.78%	77.05%	15,387.00	1.04
40	Milwaukee	104.50	121,429.00	#####	-20.05	-19.18%	123.74%	944,099.00	1.11
41	Monroe	5.00	5,810.00	3,442.02	2.96	59.24%	62.80%	46,882.00	1.07
42	Oconto	2.00	2,324.00	1,404.63	1.21	60.44%	62.33%	38,853.00	0.51
43	Oneida	2.50	2,905.00	1,579.23	1.36	54.36%	64.78%	36,268.00	0.69
44	Outagamie	11.00	12,782.00	7,025.73	6.05	54.97%	64.53%	187,661.00	0.59
45	Ozaukee	4.60	5,345.20	1,522.03	1.31	28.47%	77.84%	90,630.00	0.51
46	Pepin	0.80	929.60	-350.93	-0.30	-37.75%	160.64%	7,393.00	1.08
47	Pierce	3.00	3,486.00	746.51	0.64	21.41%	82.36%	42,413.00	0.71
48	Polk	4.00	4,648.00	1,225.37	1.05	26.36%	79.14%	44,628.00	0.90
49	Portage	6.00	6,972.00	270.07	0.23	3.87%	96.27%	71,670.00	0.84
50	Price	1.50	1,743.00	-18.74	-0.02	-1.08%	101.09%	14,170.00	1.06
51	Racine	20.00	23,240.00	6,862.19	5.91	29.53%	77.20%	195,766.00	1.02
52	Richland	1.80	2,091.60	-182.39	-0.16	-8.72%	109.55%	18,034.00	1.00
53	Rock	15.00	17,430.00	1,405.17	1.21	8.06%	92.54%	160,120.00	0.94
54	Rusk	2.00	2,324.00	238.83	0.21	10.28%	90.68%	14,879.00	1.34
55	Saint Croix	7.00	8,134.00	4,231.81	3.64	52.03%	65.78%	90,949.00	0.77
56	Sauk	6.00	6,972.00	2,219.55	1.91	31.84%	75.85%	63,343.00	0.95
57	Sawyer	3.00	3,486.00	1,486.60	1.28	42.64%	70.10%	16,903.00	1.77
58	Shaw/Men	4.00	4,648.00	2,917.21	2.51	62.76%	61.44%	41,739.00	0.96
59	Sheboygan	9.50	11,039.00	2,583.74	2.22	23.41%	81.03%	116,924.00	0.81
60	Taylor	1.50	1,743.00	-232.66	-0.20	-13.35%	115.40%	20,793.00	0.72
61	Trempealeau	2.00	2,324.00	1,187.24	1.02	51.09%	66.19%	30,047.00	0.67
62	Vernon	2.00	2,324.00	-143.59	-0.12	-6.18%	106.59%	30,496.00	0.66
63	Vilas	2.00	2,324.00	2,183.21	1.88	93.94%	51.56%	21,769.00	0.92
64	Walworth	6.00	6,972.00	3,478.51	2.99	49.89%	66.71%	104,086.00	0.58
65	Washburn	2.00	2,324.00	-66.79	-0.06	-2.87%	102.96%	15,993.00	1.25
66	Washington	6.40	7,436.80	2,461.06	2.12	33.09%	75.14%	138,268.00	0.46
67	Waukesha	18.00	20,916.00	9,778.32	8.42	46.75%	68.14%	406,785.00	0.44
68	Waupaca	4.00	4,648.00	1,776.15	1.53	38.21%	72.35%	52,155.00	0.77
69	Waushara	2.60	3,021.20	274.65	0.24	9.09%	91.67%	24,436.00	1.06
70	Winnebago	12.00	13,944.00	1,621.18	1.40	11.63%	89.58%	169,861.00	0.71
71	Wood	6.00	6,972.00	5,272.57	4.54	75.62%	56.94%	75,381.00	0.80
	STATE	473.90	550,671.80	120,004.63	103.27	21.79%	82.11%	5,850,327.00	0.81