

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **435SCA-G20-56-10**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

This is the 2020 State County Grant Award Contract. It uses language that has been previously approved by OLC.

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

11/4/2019

Date Signed



GRANT AWARD CONTRACT
between the
State of Wisconsin Department of Health Services
And
SAUK CO DHS
for
2020 State and County Grant Award Contract
Covering Social Services and Community Programs

DHS Grant Agreement No.: 435SCA-G20-56-10
Agreement Amount: \$1,351,569
Agreement Term Period: 1/1/2020 to 12/31/2020
CARS Pre-Packet No: 14768

DHS Division: Division of Enterprise Services
DHS Grant Administrator: Bureau of Procurement and Contracting, Contracting Section
DHS Email: DHSContractCentral@dhs.wisconsin.gov


Grantee DUNS Name: Sauk County Human Service
Grantee DUNS Number: 076165513
Grantee FEIN: 396005740

DHS and the Grantee acknowledge that they have read the Contract and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Contract and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of Contract between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior Contracts, oral or written and all other communications and representations between the parties relating to the subject matter of the Contract. DHS reserves the rights to reject or cancel Contracts based on documents that have been altered. This Contract becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services
Authorized Representative

Name: Julie A. Willems Van Dijk

Title: Deputy Secretary

Signature: 
DocuSigned by:
C778AE357914413...

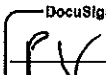
Date: 11/4/2019

Grantee

Entity Name: tSauk County Human Services
Authorized Representative

Name: Peter Vedro

Title: Chair, Sauk County Board Peter Vedro

Signature: 
DocuSigned by:
83995D958510417...

Date: 11/1/2019

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Contract and the following documents incorporated by reference into the Contract constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA).
2. The terms of this Contract.
3. Any and all exhibits or appendices to this Contract.

3. PARTIES

- A. The State of Wisconsin Department of Health Services (DHS) is the State agency responsible for overseeing the coordination and integration of social service programs. DHS' principal business address is 1 West Wilson Street, Room, 672 Madison, Wisconsin 53703.
- B. SAUK CO DHS (Grantee) is engaged in the business of providing goods and/or services desired by DHS. The Grantee's principal business address is 505 BROADWAY 4TH FL PO BOX 29, BARABOO, WI, 53913.

4. PURPOSE AND SCOPE

This Grant Award Contract (Contract) and Appendices describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a State and/or Federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Contract period as referred to in the attached appendices.

4.1 List of Appendices

- Appendix 1: Provision of Services and Programs
- Appendix 2: Human Service Programs
- Appendix 3: 2020 State County Grant Award Programs

5. PAYMENT FOR GRANT AWARD

- A. All payments to non-municipalities, non-profits, and UW departments will be made as electronic funds transfers (EFT), on the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. All payments to Municipalities will be made as electronic fund transfers (EFT) on the 5th of the month or the 1st banking day following the scheduled payment date, whichever is later. CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: Cars Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a CARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Contract, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. The Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
- E. Payments to the Grantee will be made on a monthly basis per the CARS Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Expense reports received timely in accordance with the CARS Processing Dates schedule will be reviewed and processed per the CARS Processing Dates schedule.

- G. Payments to the Grantee shall not exceed the total Contract award.
- H. If DHS determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within 30 days of notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Contract period. DHS reserves the right to recover such excess funds by any other appropriate legal means.
- I. Distribution and reporting of Agency Management Support and Overhead (AMSO) will be in accordance with the federally approved cost allocation plan for local organizational units.
 - 1. County employee roster information will be provided to DHS in compliance with instructions from DHS for the Income Maintenance/Wisconsin Works (IM/W-2) Random Moment Sample (RMS).
 - 2. Counties will report AMSO expenses and employee counts in accordance with instruction for the IM/W-2 RMS. DHS will distribute AMSO costs to the IM and W-2 programs as required by the Federal cost allocation guidelines.
 - 3. For DHS programs other than IM, AMSO shall be distributed based on employee counts across programs administered by the County agency. Counties may use the AMSO expense and employee count information provided for the IM/W-2 RMS to calculate the AMSO costs to be reported monthly for social services programs, for programs that are part of the same County agency as the IM/W-2 programs.

6. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the appendices.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS and outlined in the attached appendices.

7. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Contract.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.
- D. Contract Provisions for Non-Federal entity contracts under Federal awards are subject to 2 CFR Part 200 Appendix II.

8. AFFIRMATIVE ACTION

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

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs: The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if DHS finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, DHS may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Contract. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website: <http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf>

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

9. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Contract. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Contract and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <http://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance

Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantees(s) under this Contract. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

10. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Contract, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 16 (Audits) of this Contract.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Contract for any venture, profitable or not, outside this Contract.

The restrictions herein shall survive the termination of this Contract for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantees, or any party claiming an interest in this Contract on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantees which are engaged by the State of the

restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantees regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Contract, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantees, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
- C. *Equitable Relief:* The Grantee 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 DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in 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 Contract or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Contract. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Contract and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee IS a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 CFR 160.103.
Business Associate Agreement: The Grantee agrees to comply with DHS' Business Associate Contract, the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantees and agents of the Grantee that receive, use or have access to protected health information under this Contract and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In Contracts for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a business associate must complete a Business Associate Contract (BAA) F-00759. This document must be fully executed before Contract performance begins.

This Section shall survive the termination of the Contract.

11. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Contract, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or

grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Contract when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Contract.

12. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Contract shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a State public official (*see* Wis. Stat. § 19.42), a member of a State public official's immediate family, or any organization in which a State public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Contract and if this Contract involves payment of more than \$3,000 within a 12-month period, this Contract is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Contract. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Contract, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Contract shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

13. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Contract, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Contract must meet the DHS's allowable cost definitions as defined in the DHS Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

14. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Contract. An audit meeting the requirements of this Contract shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

15. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Contract which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Contract. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Contract. The Grantee shall have all ownership rights in any computer hardware funded under this Contract and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Contract.
- C. The Grantee agrees that if any materials are developed under this Contract, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Contract shall be promptly and fully reported to DHS.

16. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
 1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.

5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date:* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
 - F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
 - G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
 - H. *Access to Auditor's Work Papers:* The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
 - I. *Failure to Comply with the Audit Requirements:* DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
 - J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;

5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
- The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
- DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

17. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within 30 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, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount 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.
- B. The Grantee shall notify DHS in writing, within 30 days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Contract for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount 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 Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Contract that the Grantee has in force, and will maintain for the course of this Contract, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

18. RECORDS

- A. The Grantee shall maintain written and electronic records as required by State and Federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Contract.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DHS, its authorized agents, and Federal agencies, in order to confirm the Grantee's compliance with the specifications of this Contract.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Contract period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under

this Contract is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

19. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
1. Increased or decreased volume of services.
 2. Changes required by state and federal law or regulations or court action.
 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. Non-Appropriation
DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.
- D. Termination for Cause
DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
The Grantee may terminate the Agreement after providing DHS one hundred and twenty (120) calendar days written notice of DHS' right to cure a failure of DHS to perform under the terms of this Agreement.
Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. Termination for Convenience
Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement. The Grantee shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS 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) days of written notice to the Grantee requesting the refund.
- F. Cancellation
DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of sub ch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;

11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

20. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination of this Contract. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Contract, temporarily having others perform and receive reimbursement for the services to be provided under this Contract, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Contract by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Contract has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Contract, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Contract until such time as the reports and information are submitted.

21. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Contract, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within 30 days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within 14 days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within 30 days after receiving the Step B review request.

22. FINAL REPORT DATE

- A. Expenses incurred during the Contract period but reported later than March 25, 2021 will not be recognized, allowed, or reimbursed under the terms of this Contract unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Contract period would be considered not allowable.

23. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

24. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Contract is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Contract, except as further agreed to by the parties.
- B. DHS and Grantee understand and agree that no clause, term, or condition of this Contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral Contracts and negotiations between the parties relating to the subject matter thereof.

25. GOVERNING LAW

This Contract shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Contract shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

26. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Contract from being void should a provision, which is of the essence of this Contract, be determined void.

27. ASSIGNMENT

Neither party shall assign any rights or duties under this Contract without the prior written consent of the other party.

28. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon DHS request.

29. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from Federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

34. FEDERAL AWARD INFORMATION

DHS Profile Number	515	515	545	546
FAIN	B09SM010057-20 (pending NOA)	B08TI010057-20 (Pending NOA)	B08TI010057-20 (Pending NOA)	B08TI010057-20 (Pending NOA)
Federal Award Date	Pending NOA	Pending NOA	Pending NOA	Pending NOA
Sub-award period of Performance Start Date	1/1/2020	1/1/2020	1/1/2020	1/1/2020
Sub-award period of Performance End Date	12/31/2020	12/31/2020	12/31/2020	12/31/2020
Amount of Federal Funds obligated (committed) by this action	\$8,100	\$1,314	\$46,791	\$14,776
Total Amount of Federal Funds obligated (committed)	\$8,100	\$1,314	\$46,791	\$14,776
Federal Award Project Description	Block Grants for Community Mental Health Services	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant
Federal Awarding Agency Name (Department)	U.S. Department of Health and Human Services, SAMHSA	U.S. Department of Health and Human Services, SAMHSA	U.S. Department of Health and Human Services, SAMHSA	U.S. Department of Health and Human Services, SAMHSA
DHS Awarding Official Name	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	608-266-9622	608-266-9622	608-266-9622	608-266-9622
CFDA Number	93.958	93.959	93.959	93.959
CFDA Name	Block Grants for Community Mental Health Services	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total made available under each Federal award at the time of disbursement	\$11,791,675	\$27,194,713	\$27,194,713	\$27,194,713
R&D?	No	No	No	No
Indirect Cost Rate	0.0538	0.0538	0.0538	0.0538

DHS Profile Number	570	550	569	878
FAIN	B08TI010057-20 (Pending NOA)	H181A180014	B09SM010057-20 (Pending NOA)	Applies to award on/after 6/2/2013. Not applicable to MA.
Federal Award Date	Pending NOA	7/1/2019	Pending NOA	Federal MA continuing sum-sufficient earned.
Sub-award period of Performance Start Date	1/1/2020	1/1/2020	1/1/2020	1/1/2020
Sub-award period of Performance End Date	12/31/2020	12/31/2020	12/31/2020	12/31/2020
Amount of Federal Funds obligated (committed) by this action	\$20,522	\$62,208	\$17,541	Sum-sufficient earned.
Total Amount of Federal Funds obligated (committed)	\$20,522	\$62,208	\$17,541	Sum-sufficient earned.
Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant	Infant and Toddlers (Part C)	Block Grants for Community Mental Health Services	CLTS WAIVER CWA ADMIN FED
Federal Awarding Agency Name (Department)	U.S. Department of Health and Human Services, SAMHSA	Department of Education: Office of Special Education and Rehabilitative Services	U.S. Department of Health & Human Services, SAMHSA	U.S. Department of Health and Human Services
DHS Awarding Official Name	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	608-266-9622	608-266-9622	608-266-9622	608-266-9622
CFDA Number	93.959	84.181	93.958	93.778
CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse	Special Education- Grants for Infants and Families	Block Grants for Community Mental Health Services	Medical Assistance Program
Total made available under each Federal award at the time of disbursement	\$27,194,713	\$7,458,132	\$11,791,675	\$1,143,248
R&D?	No	No	No	No
Indirect Cost Rate	0.0538	0.0648	0.0538	0.0648

DHS Profile Number	881	561	561
FAIN	Applies to award on/after 6/2/2013. Not applicable to MA.	G-2001WISOSR	2001WITANF
Federal Award Date	Federal MA continuing sum-sufficient earned.	10/1/2019	10/1/2019
Sub-award period of Performance Start Date	1/1/2020	1/1/2020	1/1/2020
Sub-award period of Performance End Date	12/31/2020	12/31/2020	12/31/2020
Amount of Federal Funds obligated (committed) by this action	Sum-sufficient earned.	\$47,338	\$25,466
Total Amount of Federal Funds obligated (committed)	Sum-sufficient earned.	\$47,338	\$25,466
Federal Award Project Description	CLTS GRANDFATHER ADMN FED	Social Services Block Grant	Temporary Assistance for Needy Families
Federal Awarding Agency Name (Department)	U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	U.S. Department of Health and Human Services
DHS Awarding Official Name	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	608-266-9622	608-266-9622	608-266-9622
CFDA Number	93.778	93.667	93.558
CFDA Name	Medical Assistance Program	Social Services Block Grant	Temporary Assistance for Needy Families
Total made available under each Federal award at the time of disbursement	\$654,329	\$28,072,322	\$11,254,600
R&D?	No	No	No
Indirect Cost Rate	0.0648	none	none

35. CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY						
CARS PAYMENT INFORMATION						
The information below is used by DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Contract.						
Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:	
56	SAUK CO DHS	10	1/1/2020	12/31/2020	\$1,351,569	
Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
377	CHILDREN'S COP		-	\$50,025	\$50,025	4-month
515	COORDINATED SERVICES-CTY		-	\$60,000	\$60,000	N/A
516	COMMUNITY MENTAL HEALTH		-	\$197,417	\$197,417	3-month
531	NON-RESIDENT - 997		-	\$0	\$0	N/A
545	AODA TREATMENT SERVICES		-	\$46,791	\$46,791	N/A
546	AODA WOMEN'S TREATMENT		-	\$14,776	\$14,776	N/A
570	AODA BLOCK GRANT		-	\$20,522	\$20,522	9-month
550	BIRTH TO THREE INITIATIVE		-	\$121,976	\$121,976	6-month
567	IDP EMERGENCY FUNDS		-	\$0	\$0	N/A
569	MENTAL HEALTH BLOCK GRANT		-	\$17,541	\$17,541	N/A
871	CLTS WAIVER GPR		-	\$119,721	\$119,721	6-month
872	CLTS WAIVER FED		-	\$175,813	\$175,813	N/A

874	CLTS GRANDFATHER GPR		-	\$31,610	\$31,610	6-month
875	CLTS GRANDFATHER FED		-	\$46,421	\$46,421	N/A
877	CLTS WAIVER CWA ADMIN GPR		-	\$11,122	\$11,122	6-month
878	CLTS WAIVER CWA ADMIN FED		-	\$11,122	\$11,122	N/A
880	CLTS GRANDFATHER ADMN GPR		-	\$2,937	\$2,937	6-month
881	CLTS GRANDFATHER ADMN FED		-	\$2,937	\$2,937	N/A
312	APS-ADULT PROTECTIVE SVCS	Report Expenses Here	-	\$46,441	\$46,441	6-month
381	ALZHEIMERS FAMILY SUPPORT	Report Expenses Here	-	\$28,861	\$28,861	6-month
561	BASIC COUNTY ALLOCATION	January to June Allocation	-	\$345,536	\$345,536	N/A
681	STATE/COUNTY MATCH	January to June Allocation	-	\$0	\$0	N/A
					\$1,351,569	

PROVISION OF SERVICES AND PROGRAMS

- A. The County agrees that the functions performed and services provided or purchased by the County as specified in this Contract shall be performed in accordance with State statutes and administrative rules, Federal statutes, rules and regulations, and court orders. The services shall meet the requirements of this Contract, the Human Services Reporting System (HSRS) Handbook as updated quarterly, the Division's Numbered Memo Series, the Allowable Cost Policy Manual, and the Financial Management Manual, as set forth in or established by the Department under the authority granted to it by State and Federal statutes, rules and regulations, and court orders. (Division's Numbered Memos, the Financial Management and the Allowable Cost Policy Manuals can be viewed on the Department's web site at <http://dhs.wisconsin.gov>.) If the Department proposes a change to the requirements after January 1, 2020, related to the functions performed and services provided or purchased by the County, and the proposed change is not the result of implementation of State and Federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the County, using a single statewide point of contact, will have thirty (30) calendar days to comment to the department on the fiscal impact of the proposed change before the requirement takes effect. The single statewide point of contact may request an extension of the comment period of up to fifteen (15) calendar days. The Department shall consider the fiscal impact on the County before implementing the change in requirements.

If the County is of the opinion that any directive of the Department conflicts with a mandate contained in a Federal statute or regulation, the County shall nevertheless follow the directive of the Department. The County shall be held harmless from claims alleging a conflict between any departmental directive and a mandate contained in a Federal statute or regulation to the extent that the County has followed the department directive alleged to be in conflict with the mandate.

- B. Except as provided in State and Federal statutes, the County shall perform the functions and provide the services within the limits of State appropriations, as well as County appropriations used to match State and Federal funds.

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

Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party, the County Department of Community Programs, the County Department of Developmental Disabilities, the County Department of Social Services, the County Department of Human Services or the County Department of Health and Human Services. The parties agree that the County shall carry out its responsibilities under the sections of this Contract through appropriate County departments.

- C. The Department shall have, and retain in perpetuity, all ownership rights in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Contract.
- D. The County and the Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract in the County.

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

The County shall designate an employee as the County Security Officer to be responsible for ensuring compliance with security precautions for State-owned computer equipment, data confidentially, and user access.

The State shall retain ownership of all Department-installed computer equipment and shall be responsible for maintenance and installation costs as specified by the Department.

The County shall comply with the provisions contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 Code of Federal Regulations (CFR) § 95.621 and any other applicable Federal or State laws or requirements for maintaining security and privacy for protected health information, personally identifiable information and any other confidential information.

- E. The County agrees to comply with the Federal regulations implementing HIPAA to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract.
- F. Certain programs included in this agreement are defined as "Health Plans" within HIPAA rules. As such, the Department must comply with all provisions of the law and has deemed that Counties are "Business Associates" within the context of the law. As a result, the Department requires Counties to sign and return with this Contract the Business Associate Agreement included in the signature documents of this Contract.
- G. Since a portion of the funds under this Contract includes Federal funds, the County agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed.

HUMAN SERVICES PROGRAMS

A. Reconciliation of Human Services Programs:

i. The terms in this section shall be defined as follows:

- a. "Basic County Allocation" (BCA) means the budget category of the Department's Basic County Allocation.
- b. "Categorical Programs" means one of the budget categories other than the Department's BCA.

ii. Human Services Programs listed in the Final Allocation Worksheet located at <http://www.dhs.wisconsin.gov/sca/> are attached to this Contract and will be reconciled as follows:

- a. The County shall earn monies for the County's actual expenditures for each categorical program up to the amount in the State Allocation Column for that categorical program. If the County expends more money for a categorical program than the amount the Department has awarded for that program, the over-expenditure shall be treated as if it were expenditure for the Department's BCA. Each Contract Modification will be treated as a categorical line for earning purposes with any required County match applied to the Department's BCA.
- b. All County match funds shall be used to earn State match funds on the Department's BCA Contract line.
- c. If the County spends the Department's BCA in an amount equal to or less than the amount stated on that line (DHS CARS 561) the County shall earn actual expenditures.
- d. If the County spends the Department's BCA in an amount greater than the amount stated on that line (DHS CARS 561), the County shall earn all of the Department's BCA plus one-half of the remaining expenditures up to the amount on the State Match line (DHS CARS 681).

B. Carry-over of Community Aids Funds:

The County can carry over three percent (3%) of the total allocation of these funds that are unearned in the following categories:

- Basic County Allocation (BCA)
- BCA State Match
- Community Mental Health
- Alzheimer's Family and Caregiver Support
- Substance Abuse Prevention (SAPTBG)
- AODA Treatment Services (SAPTBG)
- Women's AODA Treatment Services (SAPTBG)
- Community Mental Health Services (MH) Block Grant
- Adult Protective Services

SAPTBG and MH Block Grant funds carried over must be used for their original purpose. All other funds carried over will be added to the Department's BCA and can be used for any purpose during the next calendar year. However, the statutes prohibit the use of any carry-over funds for administrative or staff costs.

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Department of Health Services
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For Social and Community Programs

Year 2020

Profile: 312
Division of Public Health

Adults at Risk/Adult Protective Services

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Funding Information

The Adult Protective Services allocation does not require a County match. Expenses reported on this profile in excess of the contract award will roll to profile #561 (BCA) where payment shall be made in accordance with the established practice of that profile.

II. Purpose and Service Conditions on the Use of the Funds

These funds may be used by the County to administer Adults-at-Risk (AAR) activities and Adult Protective Services (APS). AAR/APS duties, in Chapter 55, define uses of these funds. AAR/APS encompasses such "core" services as receiving and responding to reports of alleged abuse, neglect, self-neglect, and financial exploitation; short-term protective interventions and protective services and protective placements activities; court-required reviews, including annual reviews of court-ordered placements (i.e., Watts Reviews).

Failure to meet these purposes and conditions will result in the loss of these funds by the County and their repayment by the County to the Department.

III. Fiscal Conditions on Earning of the Funds

These funds are available to be used for reimbursement of expense incurred by the County for the purpose and services listed in item II.

The Department shall apply these conditions in determining the reconciliation of the contract. The amount of any subsequent audit adjustment on the funds in this contract shall be based exclusively upon these conditions.

IV. Fiscal and Client Reporting and Billing Conditions

These funds and clients served by them must be reported on the form required by the Department as follows:

- A. Expenditures of all State APS funds must be reported on Profile #312 as stated in the State/County contract.
- B. Client and program activity reporting as determined by the department

Failure to report these funds as specified above will results in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

Payment shall be made in accordance with the State/County contract. Payments through 06/30/2020 are limited to 6/12th of the contract with the balance paid after 6/30/2020 based on reported costs up to the contract level.

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Department of Health Services
State and County Contract Appendix
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Year 2020

Profile: 377
Division of Medicaid Services

Children's Community Options Program

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered

Funds in the amount identified in this appendix are provided for the period beginning January 1, 2020, through December 31, 2020.

II. Purpose and Service Conditions on the Use of the Additional Funds

These additional funds may be used by the County only in full accordance with Wis. Stat. s. 46.272, the Children's Community Options Program (CCOP) Procedures Guide, numbered and informational memos and correspondence, and the County Children's Community Options plan.

Eligibility for CCOP is determined by the Children's Long-Term Support Functional Screen which meets requirements of Wis. Stat. s. 46.272(2) (d)

The funds shall be apportioned as follows:

Sub-Allocation A: Funds identified in sub allocation A are for reimbursement of costs in developing assessments and care plans under ss. 46.272 (7) (a) and (f), (8), (11) and (13) (a) 1. Assessment/plan funds may be used to pay the costs not otherwise paid by fee or under ss. 49.45 or 49.78(2). The County may use unspent funds allocated under this subdivision to pay the cost of long term-community support services and/or for a risk reserve under s. 46.272(13)(f)1.

Sub-Allocation B: Funds identified in sub allocation B are to reimburse the activities and the direct service cost of non-institutional community services provided to persons as specified in ss. 46.272 (7)(b), (10), (13)(a)(2) and (13)(b-h). These funds are allocated to pay the cost of providing long-term community support services described in (7)(b) not otherwise paid under s. 49.45 to children eligible under ss. 49.46, 49.47, or 49.471(4)(a).

The County department administering the program may spend funds received under this paragraph only in accordance with the plan created for each child receiving CCOP services. County may use unspent funds allocated under this subdivision for a risk reserve under subsections. 46.272(13)(f)1.

Funds in sub-allocation A not required for assessments or care plans may be used for purposes stated in sub-allocation B. Failure to meet these purposes and conditions will result in loss of these funds by the County and their repayment by the County to the Department. Any sub-allocation may be increased or decreased by written notice from the Department.

Wis. Stat. s. 46.272 (13)(h) specifies that CCOP service funds may not be used to supplant funding of other programs. CCOP service funds are funding of last resort and must be used in accordance and aligned with the services provided through the Children's Long-Term Support Waiver Program when applicable.

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 Department of Health Services
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Year 2020

Applicants to and participants in CCOP who file for an appeal under conditions outlined in Chapter 7 of the CCOP Procedures Guide and their representatives with legal authority or a signed release of information have the right to access copies of documents they would like to introduce as an exhibit at a fair hearing. The County shall provide one copy of these records at no cost and in a timely manner. The County may recoup the actual cost of providing copies of records under Sub-Allocation B.

III. Fiscal conditions on Earning of the Additional Funds

A. These additional funds are earned under the following conditions:

1. Under s. 46.272(9)(c) from the information obtained under s. 46.272(9)(b), the County shall determine the amount of the fee for receipt of children's long term community support services. The county agrees to implement parental payments as directed in Wisconsin Administrative Code Chapter DHS 1. The County shall require payment by the child or parent or guardian of the child of 100 percent (100%) of the amount calculated. The County shall use funds received under s. 46.272(9)(c) to pay for long-term community support services for children who are eligible for services under the children's community options program.
2. By letter notice from the Department, under s. 46.272(13)(d), if the Department determines that the County demonstrates a pattern of failure to serve clients whose cost of care significantly exceeds the average cost of care for children's long term community support services, the Department may require that the County reserve a portion of funds allocated under this subsection for the provision of service to those clients.
3. These funds may not be used to pay for room and board for children under CCOP.
4. County may be disallowed reimbursement for services provided to children who do not meet the eligibility requirements for CCOP or any other requirements established by the Department.
5. The Department may recoup funds received under this section for services that are allowable and appropriate for reimbursement under Medicaid waivers or other priority funding sources.
6. County may not use funds received under this section to purchase land or construct buildings.
7. Funding may not be used to pay for long-term community support services provided to any child who resides in a nursing home or other institutional setting, unless the Department waives this restriction on the use of the funds and services are provided in accordance with a discharge plan.
8. As described in s. 46.272(15), a child who is denied eligibility for services or whose services are reduced or terminated may request a hearing from the Department under Wis. Stat. s. 227.44, except that lack of adequate funding may not serve as the basis for a request.
9. Under s. 46.272(13)(e), the Department shall, at the request of the County, carry forward up to 5 percent (5%) of the base funds allocated under this appendix if the funds allocated have not been spent or encumbered by the County by December 31 of the contract year for use by the County in the following calendar year. The amount carried forward shall be reduced by the amount of funds that the County has notified the Department that the County wishes to place in a risk reserve under s. 46.272(13)(f). An allocation under this paragraph does not affect the County's base allocation under this sub-section and shall lapse to the State general fund unless expended within the calendar year to which the funds are carried forward. The County may not expend funds carried forward under this paragraph for

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administrative or staff costs, except administrative or staff costs that are associated with implementation of the waiver under s. 46.272(14) and have been approved by the Department.

10. The County is allowed to establish a risk reserve for CCOP and to place CCOP funds that are not expended or encumbered for assessments, plans or services in the risk reserve, not to exceed 10 percent (10%) of the County's most recent allocation under par (a) and s. 46.272(14)(b)1 or \$750,000, whichever is less. The total amount of the risk reserve, including interest, may not exceed 15 percent (15%) of the County's most recent base allocation under this appendix. Under s. 46.272(13)(f), deposits in the risk reserve will reduce, by an equal amount, the limit on the amount of CCOP funds that can be carried forward to the subsequent calendar year.
11. Under s. 46.272(13)(f) the County shall notify the Department about amounts placed in a risk reserve. The county is required to annually, or as requested, submit to DHS a record of the status of the risk reserve, including revenues and disbursements. The CCOP risk reserve must be maintained in an interest-bearing escrow account with a financial institution that must be held **separate** from the County's investment accounts. The terms of the escrow account must be approved by DHS. All interest from the principal must be reinvested in the escrow account. Funds from the risk reserve may be expended for any of the following purposes:
 - a) To defray the costs of children's long-term community support services under this section;
 - b) If approved by the Department, for administrative or staff costs under this section.

B. Use of funds is conditioned by the following:

1. Department approval of the Children's Community Options Plan under s. 46.272(13)(b)2 and the County's acceptance and fulfillment of any conditions attached to the plan approval. The department may not release funds under this subsection before approving the county's children's community options plan.
2. Department approval of the County plan for expenditure of carry forward funds.
3. Funds allocated under this subsection may not be used to replace any other State and Federal funds or any County funds that are currently being provided under any program to a family whose child is receiving services through CCOP (s. 46.272(13)(h)).

The Department shall apply these conditions in determining the close of the contract. The amount of any subsequent audit adjustment on the funds in this contract shall be based exclusively upon these conditions.

IV. Fiscal and Client Reporting Conditions

A. These additional funds and participants served by them must be reported to the Department as follows:

1. Expenditures of funds from sub-allocations A and B must be reported and billed on the forms as prescribed by the Department on CARS Profile #377 CCOP as stated in the State/County Contract.
2. For assessments and service plans to be reimbursed timely with funds from sub-allocation A, the information required on the Human Services Reporting System (HSRS) or equivalent reporting system as determined by the Department must be submitted by the last day of the month following the month in which the activity is completed.

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3. For each individual receiving services with funds from sub-allocation B, information is required on the HSRS or equivalent reporting and billing system as determined by the Department by the last day of the month following the month in which services are provided. Expenditures must be claimed based on date of service, not date of payment. All financial reports for the calendar year must be submitted no later than February 28 (unless a later date has been communicated to the County by the Department) of the following year.
- B. Within spending limits determined by Department policy, CCOP service funds may be used at the discretion of the County. CCOP funds may be used for the non-Federal portion of expenditures that exceed the CLTS non-Federal contract. When CCOP funding is used in this way the Federal matching share will be reimbursed in accordance with the Federal matching rate in effect at the time reported expenses are paid by the CARS system. CCOP funding utilized as match for the CLTS Waiver Program is determined based on claims paid through the Department's third party administrator (TPA) vendor, as determined by the County authorizations. Final CCOP funding applied for CLTS waiver services will be determined based on the final claims data and county reports during the year end reconciliation process. Final year-end reconciliation of expenditures will be based on the information submitted on the HSRS and/or equivalent reporting system as determined by the Department plus any supplemental reconciliation format as required by the Department. Information submitted must include, but is not limited to, all service expenditures and associated units by the correct standard program category by participant.
- C. Failure to document and report these funds and the participants served by them as specified will result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

Payment shall be made in accordance with the State/County Contract.

Conditions for the payments to begin, other than the execution of this contract, will be the fulfillment of the conditions specified under section 5 of the contract.

Payments through 06/30/2020 are limited to 4/12 of the contract with the balance paid after 6/30/2020 based on reported costs up to the contract level.

Alzheimer's Family and Caregiver Support Program

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social and Community Programs" that:

I. Purpose and Service Conditions on the Use of Funds

These funds may be used by the County only for the following purposes and under the following service conditions: to administer the Alzheimer's Family and Caregiver Support Program in accordance with s.46.87 (Wisconsin Statutes) and Chapter DHS 68 (Wisconsin Administrative Rules), and pursuant to the County's Alzheimer's Family and Caregiver Support Program approved 2020 program budget as required under DHS 68.05.

Failure to meet these requirements may result in the loss or delay of reimbursement by the Department.

II. Fiscal and Participant Reporting

Services provided using these funds must be reported to the Department by submitting the following reports:

- A. Report No. F-00642 Community Aids Reporting System (CARS) Expenditure Report, CARS PROFILE #381
- B. Alzheimer's Family and Caregiver Support Program Annual Fiscal Report is due annually on March 15 of the following year. The Department shall provide the report format to the administering agency;
- C. Eligibility for enrollment shall be determined using F-21343A Alzheimer's Family and Caregiver Support Program (AFCSP) Financial Eligibility Screen - Worksheets 1 and 2;
- D. Data from the required uniform caregiver needs assessments and program evaluations will be entered into DHS REDCap by the program manager or other designated staff at least monthly

Failure to meet these requirements may result in the loss or delay of reimbursement by the Department.

III. Payment Procedures

Funds shall be paid in accordance with the State and County Contract.

For Profile ID # 381, payments through 06/30/2020 are limited to 6/12th (50%) of the contract with the balance paid after 07/01/2020 (50%) based on reported costs up to the contract level.

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Profile: 515
 Division of Care and Treatment Services

Coordinated Services Teams Initiative

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Additional Funds Provided/Period Covered

Funds in the amount identified in the contract of \$60,000 per County area served are provided for the period beginning January 1, 2020, through December 31, 2020. A portion of the funds are provided from the Federal Community Mental Health Services Block Grant (13.5%, CFDA # 93.958) and Substance Abuse Prevention Treatment block grant (2%, CFDA # 93.959). Please reference the Appendix for CMHBG and SABG for further details on use of these funds.

II. Purpose and Service Conditions on the Use of the Funds

- A. Funds are to be used for a Coordinated Services Teams Initiative to provide a wraparound approach for children with priority given to children with a severe emotional disturbance (see Section III, F.2 for definition) and involved in multiple systems as established in Wis. Stat 46.56.
- B. Establish a Coordinating Committee in accordance with Wis. Stat 46.56.
- C. Implement and operationalize the roles of Service Coordinator, Initiative Coordinator and Coordinated Services Teams, as established in Wis. Stat 46.56.

III. Fiscal and Client Reporting Conditions on the Funds

- A. During the time period specified in the section I (above) and outlined conditions in section II (above), Counties must provide matching funds (in-kind or cash) in the amount of 20% of the funding.
- B. The County shall submit to the Bureau of Prevention, Treatment and Recovery (BPTR) detailed budget information about the use of the CST Funds. The submittal shall be in a format and timeframe approved by BPTR.
- C. The County shall submit to the Bureau of Prevention, Treatment and Recovery (BPTR) an application that includes a workplan describing objectives and plans for the upcoming fiscal year addressing enrollment, reporting, systems development and effectiveness and impact of the initiative. The submittal shall be in a format and timeframe approved by BPTR.
- D. Children serviced within CST shall be reported to the Department through the Program Participant System (PPS) in a timely, accurate and complete manner.
- E. Failure to provide services to individuals and to report expenditures and clients served as identified may result in the loss of these funds by the County and may result in their repayment to the Department.
- F. Requirements of Contractors in Receipt of Community Mental Health Services Block Grant funds. This contract is funded utilizing Community Mental Health Services Block Grant (MHBG) funds (CFDA Number 93.958).

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Contractors receiving these funds are required to be in compliance with Federal law 42 USC 300x-1 to 300x-66 (<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title42/pdf/USCODE-2011-title42-chap6A-subchapXVII-partB.pdf>; <http://www.gpo.gov/fdsys/pkg/USCODE-2011-title42/html/USCODE-2011-title42-chap6A-subchapXVII-partB.htm>). Contractors must monitor compliance with these requirements. In addition information regarding this funding source, the requirements of the funding, and the CFDA number must be included and referenced in any subcontract in which these funds are included. Contractors are required to monitor compliance with these requirements with any subcontracted entities.

1. 42 USC 300x-5 requires the following restrictions on use of funds, county agrees that it will not expend the grant:

- (a) In general

A funding agreement for a grant under section 300x of this title is that the State involved will not expend the grant—

- To provide inpatient services;
- To make cash payments to intended recipients of health services;
- To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; or
- To provide financial assistance to any entity other than a public or nonprofit private entity.

2. The definition of children and adolescents with Severe Emotional Disturbance (SED) that are a priority for CST Initiatives is as follows:

Pursuant to Section 1911(c) of the Public Health Service Act “children with a serious emotional disturbance are (1) from birth up to age 18 and (2) who currently have, or at any time during the last year, had a diagnosable mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-III-R. Federal Register Volume 58 No. 96 published Thursday, May 20, 1993, pages 29422 through 29425.

The Department shall apply these conditions in determining the close of the contract. The amount of a subsequent audit adjustment on the funds in this contract shall be based exclusively upon these conditions.

- G. Use of these funds shall be reported to the Department on the F-00642 (Profile #515) according to the schedule outlined in the State/County Contract.

IV. Payment Procedures

- A. The Department shall pay these funds to the County in accordance with the State-County Contract.
- B. The Department shall pay the County for services it provides or purchases as set forth in this contract within the limits of funds appropriated.

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V. Additional Requirements

- A. Requirements herein stated and in the base contract apply to any sub-grants or grants. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The County must inform the sub-grantees of the award information set forth.
- B. Semi-annual program and progress reports on each program goal and objective shall be submitted to the Bureau of Prevention, Treatment and Recovery (BPTR) by July 30 and January 30 of the following year in a format provided by the BPTR (Form # F-20389).
- C. An annual fiscal report including the identification of County required match expenditures must be submitted to the BPTR within 60 days after the calendar year of program operations in a format provided by the BPTR.
- D. Failure to report these funds and the clients served by them as specified above may result in the loss of these funds by the County and their repayment by the County to the Department.

Community Mental Health

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered

Funds in the amount identified in this Contract are provided for the period January 1, 2020, through December 31, 2020.

Payments through June 30, 2020, are limited to 3/12ths of the contract with the balance paid after July 1, 2020, based on reported costs up to the contract level.

The total value of the Contract may be further amended at any point in its duration. An amendment to 2020 State and County Grant Award Contract from the Department of Health Services Deputy Secretary will constitute agreement that the Contract has been amended to the new value.

II. Purpose and Service Conditions on the use of the Additional Funds

- A. These funds shall be used by the County only to pay for the cost of community-based care and services provided to any person who has a mental illness, further described in the Division of Care and Treatment Services (DCTS) Memo: Community Mental Health Allocation. The Memo includes the complete definitions of these priority program areas that should be followed.

For CY 2020, the priority for the DCTS is to promote Recovery and improve efforts to provide care and services in the least restrictive community-based setting including community-based care and services provided to any persons who have a mental illness.

- B. These funds may be used for services or supports that assist in the recovery process for individuals with mental health disorders. These include:

1. Certified Community Support Program (CSP)
2. Certified Comprehensive Community Services (CCS)
3. Community Recovery Services (CRS)
4. Crisis Intervention
5. Certified Peer Specialists
6. Case Management
7. Counseling/Therapeutic Resources
8. Medication Management
9. Day Treatment-Medical
10. Outreach
11. Information and Referral
12. Intake Assessment
13. Supported Employment
14. Day Center Services-non Medical
15. Work Related Services
16. Supportive Community Services (excluding Case Management)
17. Adult Family Home
18. Group Home
19. Community-based residential facility

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Department of Health Services
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20. Transportation for Mental Health Services
21. Assistance for people relocating from an IMD/Medicaid-certified skilled nursing facility to community placement
22. Coordinated Services Teams Initiatives (CST)

Counties will be asked to report their expenditure of funds from this contract and the total clients served with these contract funds using the above categories.

- C. The County shall be the Department's prime contract agent for the use of these funds. All conditions of this contract shall apply to all subcontracts entered into between the County and approved service providers.
- D. Failure to meet these purposes and conditions will result in the loss of these funds by the County and their repayment by the County to the Department.

III. Fiscal Conditions on the Earning of the Additional Funds

These additional funds are earned under the following conditions:

- A. During the time period specified in the section I above and under the outlined conditions in section II above.
- B. Guidance on uses of expenditures:
 1. Agencies may not expend the Community Mental Health Funding to pay for the Federal share of the FFP for MA programs when billing has, or will be, claimed for the Federal share. Monies may be used to cover the County match to the Federal share.
 2. Agencies may not utilize funding for Comprehensive Community Services (CCS) for clients receiving MA or private insurance with the exception of services associated with CCS which are not eligible for MA reimbursement. Funding may be utilized to provide services to CCS clients who are in the process of being approved for MA, private insurance, or insurance via the Marketplace.
 3. Funds may be utilized to provide non-MA reimbursable services approved by DHS.
 4. Funds may be used for expansion or build-out of certified program development (such as CSP or Crisis). Sources and uses of funds must be clearly identified and reported in the Cost Reporting Tool if using funds to pay the non-Federal share of Medicaid services.
 5. County/agency shall not expend the grant to provide inpatient or IMD/nursing facility services.

The Department shall apply these conditions in determining the close of the amount of a subsequent audit adjustment on the funds in this contract shall be based exclusively upon these conditions. Failure to meet these purposes and conditions will result in the loss of these funds by the County and their repayment by the County to the Department.

IV. Fiscal and Client Reporting Conditions on the Use of the Additional Funds

- A. These additional funds must be reported to the Department on the F-00642 Profile #516 according to the schedule in the State and County Contract. The expenses under this profile must be reported at least quarterly.
- B. The County must submit to the Contract Administrator an annual Community Mental Health Funding Report by March 31, 2019. This report includes final expenditures and number of individuals served with these funds in 2019. A report format will be provided to the County. Counties are expected to report expenditures and clients served using the service categories specified in Section II.B. A final Community Mental Health Funding Report for 2020 will be due March 31, 2021.
- C. Data Reporting

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All agencies receiving Community Mental Health funds through this contract are required to have in place the mechanisms to report timely, accurate, and complete data. Counties will provide data required for the Community Mental Health funding in accordance with State definitions and criteria. Counties are responsible for the collection of quality client level data to complete the required PPS Mental Health data elements. In order to meet updated data requirements, Counties will continue to work with the Department when revisions and clarifications must be implemented in the Program Participation System (PPS) Mental Health data system.

- D. Failure to report these funds and the clients served by them as specified above will result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

The Department shall pay these funds in accordance with the State and County Contract.

VI. Additional Requirements

Requirements herein stated apply to any sub-grants or grants. The contracting agency has primary responsibility to take constructive steps to monitor subcontractors to ensure the compliance of all State contract requirements.

Non-Resident - 997

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered

Funds will be approved on a quarterly basis. Contract level is for the period January 1, 2020, through December 31, 2020.

The total value of the Contract may be further amended at any point in its duration. An amendment to 2020 State and County Grant Award Contract from the Department of Health Services Deputy Secretary will constitute agreement that the Contract has been amended to the new value.

II. Purpose and Service Conditions on the use of the Additional Funds

- A. These funds support emergency detention services provided to non-Wisconsin residents under s. 51.15, Stats. by County agencies, and obtaining reimbursement authorization for those services from the Department of Health and Family Services under the appropriation in s. 20.435(5)(da).

The following types of services provided to non-Wisconsin residents who are emergency detained are eligible for reimbursement from DHS from the appropriation under s. 20.435(5)(da), Stats.:

1. Medical clearance services from a medical hospital
2. An inpatient psychiatric or substance abuse treatment facility as appropriate
3. A crisis intervention program for persons with a mental illness and/or substance abuse issues
4. A community based treatment program appropriate to meet the person's crisis-related treatment needs
5. Transportation of the person to attend his or her applicable court hearings
6. Transportation and related expenses to return a person to his or her home state
7. Other needed services with approval from the Division of Care and Treatment Services such as, but not limited to, ambulance services in special situations.

- B. Reimbursement to counties may also apply to non-Wisconsin residents who voluntarily admit themselves to an inpatient psychiatric or substance abuse treatment facility in Wisconsin. However, this only applies when it can be demonstrated that he or she met the "Statutory Basis for Emergency Detention" criteria at the time of admission. Refer to WI Stats. ("Statutory Basis for Emergency Detention" under s.51.15 (1), Stats).

III. Fiscal Conditions on the Earning of the Additional Funds

To receive Department authorization for reimbursement of emergency detention services, the procedures under s. 51.20 (7), Stats. must be followed. Form F-20572, "Request for State Public Funding for Non-Residents" (attached), has been revised and must be used to request approval for reimbursement. The F-20572 form is available in an electronic version that can be obtained on the Department's web site at

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<http://www.dhs.wisconsin.gov/forms/index.htm>. This electronic version may be easily completed on a computer by filling in the electronic field for each item on the form. The revised form may also be completed manually.

The total funds identified in this contract shall be considered as a fund against which the County may draw up to that maximum. These funds, however, shall be earned on a person-by-person basis.

IV. Fiscal and Client Reporting Conditions on the Use of the Additional Funds

- A. These additional funds and the clients served by them must be reported to the Department on the F-00642 (Profile #531) according to the schedule in the State/County Contract.
- B. Failure to report these funds and the clients served by them as specified above will result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

The Department shall pay these funds in accordance with the State and County Contract.

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Profile: 545, 546, & 570
Division of Care and Treatment Services

Substance Abuse Prevention and Treatment Block Grant

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered

Funds are provided from the Federal Substance Abuse Prevention and Treatment Block Grant (SAPTBG - 100%, CFDA# 93.959). The contract period is January 1, 2020, through December 31, 2020.

II. Purpose and Service Conditions on the Use of the Additional Funds

- A. **Scope of Services:** All of these additional SAPTBG funds must be used by the County for substance use disorder services as set forth in (B) and (C) below.
- B. **Primary Prevention (Profile 570):** At least 20 percent (20%) of the SAPTBG funds must be expended on primary prevention programs for individuals who do not require treatment for substance use disorder.

The SAPTBG provides that prevention programs are **for individuals who do not require treatment** for a substance use disorder. Such programs and activities may include education, mentoring, and other activities designed to reduce the risk of substance use disorders by individuals. Early intervention activities and SBIRT (Screening, Brief Intervention, and Referral to Treatment) are **not** primary prevention.

The following preventative interventions and prevention strategies are acceptable activities as defined by the Institute of Medicine Classification - Universal, Selective, and Indicated.

1. **Universal:** Activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.

Universal Direct—Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk (e.g., school curriculum, after school program, parenting class). This also could include interventions involving interpersonal and ongoing/repeated contact (e.g., coalitions).

Universal Indirect—Interventions support population-based programs and environmental strategies (e.g., establishing Alcohol, Tobacco and other Drug (ATOD) policies, modifying ATOD advertising practices). This also could include interventions involving programs and policies implemented by coalitions.

2. **Selective:** Activities targeted to individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average.
3. **Indicated:** Activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing disorder or having biological markers indicating predisposition for disorder but not yet meeting diagnostic levels (adapted from The Institute of Medicine Model of Prevention).

There are six primary prevention strategies typically funded by principal agencies administering the SAPTBG. Here are the definitions of those strategies:

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1. Information Dissemination - This strategy provides knowledge and increases awareness of the nature and extent of alcohol and other drug use, abuse, and addiction, as well as their effects on individuals, families, and communities. It also provides knowledge and increases awareness of available prevention and treatment programs and services. It is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of this strategy include:
 - Clearinghouse/information resources centers
 - Resource directories
 - Media campaigns
 - Brochures
 - Radio and TV public service announcements
 - Speaking engagements
 - Health fairs and other health promotion, e.g., conferences, meetings, seminars
 - Information lines/Hot lines
 - Other, specify
2. Education - This strategy builds skills through structured learning processes. Critical life and social skills include decision making, peer resistance, coping with stress, problem solving, interpersonal communication, and systematic and judgmental abilities. There is more interaction between facilitators and participants than in the information strategy. Examples of this strategy include:
 - Parenting and family management
 - Ongoing classroom and/or small group sessions
 - Peer leader/helper programs
 - Education programs for youth groups
 - Mentors
 - Preschool ATOD prevention programs
 - Other, specify
3. Alternatives - This strategy provides participation in activities that exclude alcohol and other drugs. The purpose is to meet the needs filled by alcohol and other drugs with healthy activities, and to discourage the use of alcohol and drugs through these activities. Examples of this strategy include:
 - Drug free dances and parties
 - Youth/adult leadership activities
 - Community drop-in centers
 - Community service activities
 - Outward Bound
 - Recreation activities
 - Other, specify
4. Problem Identification and Referral - This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted however, that this strategy does not include any activity designed to determine if a person is in need of treatment. Examples of this strategy include:
 - Employee Assistance Programs

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- Student Assistance Programs
 - Driving while under the influence/driving while intoxicated education programs
 - Other, specify
5. Community-Based Process - This strategy provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning. Examples of this strategy include:
- Community and volunteer training, e.g., neighborhood action training, impactor training, staff/officials training
 - Systematic planning
 - Multi-agency coordination and collaboration/coalition
 - Community team-building
 - Accessing services and funding
 - Other, specify
6. Environmental - This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing alcohol and other drug use by the general population. Examples of this strategy include:
- Promoting the establishment or review of alcohol, tobacco, and drug use policies in schools
 - Guidance and technical assistance on monitoring enforcement governing availability and distribution of alcohol, tobacco, and other drugs
 - Modifying alcohol and tobacco advertising practices
 - Product pricing strategies
 - Other, specify

Primary prevention strategies must comply with the Division of Care and Treatment Services (DCTS) Action Memo requiring the use of evidence-based strategies. See <https://www.dhs.wisconsin.gov/DCTS/memos/nm201209Action.pdf>

C. Treatment and Other Services for Substance Use Disorders (Profiles 545 and 546).

III. Treatment and Other Services Requirement

A. Priority Populations

Programs funded with SAPTBG funds must give preference in admission to pregnant women who seek or are referred for and would benefit from SAPTBG-funded treatment services. Further, all entities that serve women and who receive block grant funds must provide preference in the following order:

- To pregnant women who inject drugs first
- To other pregnant women with substance use disorders second
- To other persons who inject drugs third
- To all others individuals.

(Profile #546) At least 10 percent of the SAPTBG must be expended for comprehensive substance use disorder treatment, recovery support, or general (non-primary) prevention programs and services designed for women and their dependent children, including pregnant and postpartum women and their dependent children.

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(Profile #545) All other comprehensive substance use disorder treatment, recovery support and general (non-primary) prevention programs and services serving populations other than women as described in Profile #546 are "other treatment services" covered under Profile 545.

Programs receiving SAPTBG funds must publicize to women and to the public the fact that pregnant women receive such preference. This may be done in the following ways: street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, brochures and posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies.

B. Treatment Services Requirements for Pregnant Women 45 CRF § 96.131.

The County and/or its sub contracted providers must refer pregnant women to the State women's treatment coordinator, Bernestine Jeffers, at Bernestine.Jeffers@wisconsin.gov or (608) 261-0651 when the program has insufficient capacity to provide services to any such pregnant women who seeks services of the County or provider within 48 hours.

The County must make available **interim services within 48 hours** to pregnant women who cannot be admitted because of lack of capacity.

C. Interim Services

Interim Services or Interim Substance Use Disorder Services. A County or its subcontracted providers that provides any substance abuse block grant funded treatment services must provide Interim Substance Use Disorder Services to priority populations, including pregnant women and individuals who inject drugs, when they cannot provide treatment services within the required time frames of 48 hours for pregnant women and within 14 days for an individual who injects drugs, after the individual makes a request for admission to a county substance use disorder treatment program.

Per Title 45: § 96.121(4), Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program. The purposes of the services are to reduce the adverse health effects of such disorders, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risk of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

D. Counties must follow the State and Federal Requirements regarding Persons who Inject Drugs, 46 CFR § 96.126

In order to obtain Block Grant funds, the State requires Counties and their sub-contracted programs that receive funding under the grant and treat individuals for intravenous substance use disorders to notify the Substance Abuse Block Grant SABG Planner, upon reaching 90 percent of its capacity to admit individuals to the program of that fact within seven days. In carrying out this section, the County and its subcontracted providers shall establish a capacity management program which reasonably implements this section—that is, which enables any such program to readily report to the SABG Planner when it reaches 90 percent of its capacity—and which ensures the maintenance of a continually updated record of all such reports and which makes excess capacity

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information available to such programs. The SABG Planner is Mike Derr; his contact information is Michael.Derr@wisconsin.gov or (608) 267-7704.

In order to obtain Block Grant funds, the County and its subcontractors shall ensure that each individual who requests and is in need of treatment for intravenous drug use disorders is admitted to a program of such treatment not later than—

14 days after making the request for admission to such a program or 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.

In carrying out this requirement, the County shall establish a waiting list management program which provides systematic reporting of treatment demand to the State. The County shall require that any program receiving funding from the grant, for the purposes of treating persons who inject drugs, establish a waiting list that includes a unique patient identifier for each injecting drug user seeking treatment, including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the County shall ensure that the program provide such individuals interim services as defined in § 96.121 and in Section III (C) above, and ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission. The County shall also ensure that the programs consult the capacity management system as provided in this section so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within a reasonable geographic area. The County and/or its sub contracted providers must refer persons who inject drugs to the State Opioid Treatment Authority, Beth Collier at Elizabeth.Collier@wisconsin.gov or (608) 267-7707, when the program has insufficient capacity to provide treatment services to such persons who seeks services of the County or provider.

In carrying out this requirement, the County shall ensure that all individuals who request treatment and who cannot be placed in comprehensive treatment within 14 days, are enrolled in interim services and those who remain active on a waiting list in accordance with this section, are admitted to a treatment program within 120 days. If a person cannot be located for admission into treatment or, if a person refuses treatment, such persons may be taken off the waiting list and need not be provided treatment within 120 days. For example, if such persons request treatment later, and space is not available, they are to be provided interim services, placed on a waiting list and admitted to a treatment program within 120 days from the latter request.

The County shall require that any entity that receives funding for treatment services for intravenous drug use carry out activities to encourage individuals in need of such treatment to undergo such treatment. The County shall require such entities to use outreach models that are scientifically sound, or if no such models are available which are applicable to the local situation, to use an approach which reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:

- (1) Selecting, training and supervising outreach workers;
- (2) Contacting, communicating and following-up with high risk for substance use disorders, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR § 2; (3) Promoting awareness among persons who inject drugs about the relationship between injecting drug abuse and communicable diseases such as HIV; (4) Recommend steps that can be taken to ensure that HIV transmission does not occur; and (5) Encouraging entry into treatment.

The County will comply with State monitoring and reporting to assure compliance with this section. Counties will report under the requirements of § 96.122(g) on the specific strategies used to identify compliance and will follow any corrective actions to be taken to address identified problems.

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E. Certain Allocations – Service Requirements for Pregnant Women and Women with Dependent Children, 45 CFR § 96.124

Services required for programs receiving SABG funds set aside for pregnant women and women with dependent children. The program must meet the following requirements:

1. Admits both women and their children into treatment services if appropriate;
2. Provides or arranges for primary medical care (including prenatal care) for women who are receiving substance use disorder services;
3. Provides or arranges for child care while women are receiving services;
4. Provides or arranges for primary pediatric care for the women's children, including immunizations;
5. Provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, parenting, and child care while the women are receiving these services;
6. Provides or arranges for therapeutic interventions for children in custody or women in treatment that may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect; and
7. Provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services listed above.

F. Counties must follow State and Federal Requirements Regarding Tuberculosis (TB), 45 CFR § 96.127

The County and any program funded by SAPTBG funds must directly, or through arrangements with other public or nonprofit private entities, routinely make available the following TB services to each individual receiving treatment for substance use disorders:

1. Counseling the individual with respect to TB.
2. Testing to determine whether the individual has been infected with mycobacterium TB to determine the appropriate form of treatment for the individual.
3. Providing for or referring the individuals infected by mycobacterium TB appropriate medical evaluation and treatment.

For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

1. Screening patients and identification of those individuals who are at high risk of becoming infected.

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2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements 45 CFR §§ 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR § 2.
3. Case management activities to ensure that individuals receive such services.

The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements 45 CFR §§ 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR § 2.

G. Requirements Regarding HIV, 45 CFR § 96.128

Wisconsin is not a designated state; therefore, counties may not use any SAPTBG funds for HIV early intervention programs/services. As a non-designated state, users of illicit substances may receive HIV services through Ryan White Comprehensive AIDS Resources Emergency (CARE) Act programs. A report, Investigation of the Adequacy of the Community Planning Process to Meet the HIV Care Needs of Active Substance Users, provides recommendations on how more effectively to use Title I funds to meet the needs of the substance-using population.

Any SAPTBG funds used for HIV early intervention programs will be subject to repayment to the Substance Abuse and Mental Health Services Administration, which provides SAPTBG funds to states. All Wisconsin programs and providers receiving SAPTBG funds must ensure adherence to items (1) through (6).

1. SAPTBG funds may not be used for any/or by any County and/or vendor/sub-contractor to make appropriate pretest counseling for HIV and AIDS available at the sites at which the individuals are undergoing treatment for substance use disorders.
2. SAPTBG funds may not be used for any/or by any County and/or vendor/sub-contractor to make available, at the sites at which the individuals are undergoing treatment for substance use disorders, appropriate HIV/AIDS testing, including tests to diagnose the extent of the deficiency in the immune system and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease available.
3. SAPTBG funds may not be used for any/or by any County and/or vendor/sub-contractor to make available appropriate post-test counseling at the sites at which the individuals are undergoing treatment for substance use disorders.
4. SAPTBG funds may not be used for any/or by any County and/or vendor/sub-contractor to make available, at the sites at which individuals are undergoing treatment for substance use disorders, therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.
5. SAPTBG funds may not be used for any/or by any County and/or vendor/sub-contractor that has established linkages with a comprehensive community HIV resource network of related health and social services organizations to ensure a wide-based knowledge of the availability of these services and to facilitate referral.
6. SAPTBG funds may not be used for any/or by any County and/or vendor/sub-contractor to ensure that HIV early intervention services are provided with patients' informed consent, and are not required as a condition of receiving substance use disorder treatment or any other services.

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H. Additional Requirements, 45 CFR 96.132

The program makes continuing education in treatment services available to employees who provide the services.

The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

1. Is in compliance with all applicable State and Federal laws and regulations 45 CFR §§ 160 & 164 HIPAA, 42 CFR § 2, and Wis. Stat. 51.30.
2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

I. Restrictions on the Expenditure of the Grant Vendor/Sub-Contractor Compliance, 45 CFR § 96.135

When a sub-contract is issued by the County to purchase services utilizing SAPTBG funds, conditions on prohibited expenditures and the condition of first priority of services to pregnant women as well as other priority populations must be adhered to and monitored by the County. Counties must develop a policy to ensure that all vendors/sub-contractors comply with all of the requirements.

The program does not expend SAPTBG funds to provide inpatient hospital substance use disorder services, except in cases when each of the following four conditions is met [42 USC 300x-31(a) and (b), 45 CFR]:

1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential treatment program.
3. A physician makes a determination that the following conditions have been met:
 - The primary diagnosis of the individual is substance use disorder and the physician certifies that fact
 - The individual cannot be safely treated in a community-based, non-hospital, residential treatment program
 - The service can reasonably be expected to improve the person's condition or level of functioning
 - The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
4. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program).
5. The program does not expend SAPTBG funds to make payments to intended recipients of health services [42 USC 300x-31(a), 45 CFR § 96.135(a)(2)].
6. The program does not expend SAPTBG funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment [42 USC 300x-31(a), 45 CFR § 96.135(a)(3) and (d)].
7. The program does not expend SAPTBG funds to provide financial assistance to any entity other than a public or nonprofit private entity [42 USC 300x-31(a), 45 CFR § 96.135(a)(5)].

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8. The program does not expend SAPTBG funds to provide individuals with hypodermic needles or syringes [42 USC 300x-31(a), 45 CFR § 96.135(a)(2)].
9. The program does not expend SAPTBG or County jails funds to provide treatment services in penal or correctional institutions of the State.

J. CHARITABLE CHOICE, 42 USC §300x-65 and 42 CFR §§54.8 (c) (4) and 54.8 (b).

The County must comply with 42 USC §300x-65 and 42 CFR §§54.8(c) (4) and 54.8 (b), Charitable Choice Provisions and Regulations. Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance use disorder funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of beneficiaries. Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the county SAPTBG program and services. No SAPTBG funds provided directly to organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the County and/or vendor/subcontractors or services for which it receives SAPTBG funds under any applicable program, and participation must be voluntary for the County and/or vendor/subcontractor beneficiaries. The term "alternative services" means services determined by the State to be accessible and comparable and provided within a reasonable period of time from another substance use disorder provider (alternative provider) to which the program beneficiary (services recipient) has no religious objection. The County must report information to the State regarding the number of persons provided alternative services as noted in Section III (F). This information is used to ensure compliance with this requirement.

K. State Statutory and Administrative Rule Requirements

Counties and their subcontractors must follow all Wisconsin statutory requirements for substance use disorder treatment programs, including Wis. Stats s. §51.42(3)(ar)4m, "If State, Federal and county funding for alcohol and other drug abuse treatment services provided are insufficient to meet the needs of all eligible individuals, ensure that first priority for services is given to pregnant women who suffer from alcoholism or alcohol abuse or are drug dependent."

In addition the following State Statutes and Administrative Rules must be followed in providing all treatment services funded through State and Federal SAPTBG funding:

1. Legal Status of Consumer:
 - Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act (particularly §§ 51.10, 51.15, 51.20, 51.42, 51.45, and 51.47)
 - Wis. Stats. Ch. 54. Guardianships and conservatorships
 - Wis. Stats. Ch. 55. Protective service system
 - Wis. Stats. Ch. 155. Power of attorney for health care.
2. Patient/Client Rights:
 - Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act (particularly §§ 51.30 and 51.61)
 - Wis. Admin. Code DHS 94 Patient rights and resolution of patient grievances
 Note: Patients/clients may have additional rights under applicable provider federal/state statutes and regulations.
3. Confidentiality Requirements:

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- Wis. Stats. §§ 146.81 – 146.84 - These requirements deal with general health records.
- Wis. Stats. § 252.15 - These requirements deal with restrictions on the use of HIV test information.
- Wis. Stats. § 51.30 Wis. Admin. Code DHS 92 – confidentiality of treatment records. Wis. Stats. §134.97 - Disposal of records containing personal information
- Wis. Stats. Ch. 137 - Authentications and Electronic Transactions and Records

4. Provider Regulations:

- Wis. Admin. Code DHS 12 - Caregiver background checks
- Wis. Admin. Code DHS 13 - Reporting and investigation of caregiver misconduct
- Wis. Admin. Code DHS 62 - Assessment of drivers with alcohol or controlled substance problems
- Wis. Admin. Code DHS 66 - Treatment alternative program
- Wis. Admin. Code DHS 70 - Group homes for recovering substance abusers
- Wis. Admin. Code DHS 75 - Community substance abuse service standards
- Wis. Admin. Code DHS 82 - Certified adult family homes
- Wis. Admin. Code DHS 83 - Community-based residential facilities
- Wis. Admin. Code DHS 88 - Licensed adult family homes

L. Payment Schedule, 45 CFR § 96.137

The program uses the SAPTBG as the “payment of last resort” for services for pregnant women and women with dependent children and TB services and, therefore, makes every reasonable effort to do the following:

Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

Secure from patients or clients’ payments for services in accordance with their ability to pay.

IV. Fiscal and Client Reporting on the Use of the Additional Funds

- A. National Outcome Measurement System (NOMS): The County and/or vendors/sub-contractors receiving SAPTBG funds shall report data on Federally-required NOMS using the Program Participation System (PPS). All agencies receiving SAPTBG funds through this contract are required to have in place the mechanisms to report timely, accurate, and complete NOMS data. If the State should receive a reduction in the SAPTBG allocation due to failure to report NOMS, contract agencies that have not met the NOMS reporting requirements may be subject to a funding reduction and required to refund part of payments already made.
- B. Complete, accurate and timely client and expenditure data shall be reported to the Department using the PPS for clients served by the use of these funds as well as for all clients served by the county or its subcontractors.
- C. Use of these funds shall be reported to the Department on the F-00642 (Profile #545, 546 and 570) and the F-20942 Form according to the schedule outlined in the State/County Contract.
- D. An SAPTBG annual report must be submitted via the method (F-22567 online Survey Gizmo form) required by DCTS by the date specified in the annual numbered memo.

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- E. All organizations and agencies that provide substance use disorder prevention services using SAPTBG funds must report fiscal, program, individual, and population data using the Substance Abuse Prevention - Services Information System (SAP-SIS). Reports are due by the date specified in the annual numbered memo.
- F. Charitable Choice reporting. As part of the annual SAPTBG report, counties must report the number of clients referred to alternative services to which the client has no religious objection.
- G. Failure to report these funds and the clients served as specified above may result in the loss of these funds by the County and their repayment by the County to the department.

V. Payment Procedures

These funds shall be paid in accordance with the State/County Contract.

VI. Availability of Funds

The Department shall pay the County for the services it provides or purchases as set forth in this contract within the limits of funds appropriated.

VII. Additional Requirements

Requirements herein stated and in the base State/County contract apply to any sub-grants or grants. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The County must inform the sub-grantees of the Federal award information set forth herein and monitor compliance of these requirements.

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Profile: 550
Division of Medicaid Services

Birth to 3 Program

It is further understood and agreed upon by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period covered

Funds in the amount identified in this Contract are provided for the period January 1, 2020, through December 31, 2020.

Payments through 6/30/20 are limited to 6/12ths of the contract with the balance paid after 7/1/20 based on reported costs up to the contract level.

II. Purpose and Service Conditions on the Use of Additional Funds

- A. The Department of Health Services maintains direct administrative oversight of the Wisconsin Birth to 3 Program consistent with section 51.44 of the Wisconsin Statutes and Chapter DHS 90 of Wisconsin Administrative Code. The Department maintains the sole authority to provide administrative direction and issue policies, rules and regulations consistent with Part C of the Individuals with Disabilities Education Act (IDEA).
- B. County Birth to 3 Program agencies do not have the authority to change or disapprove any administrative decision of the Department or otherwise substitute their judgment with respect to the application of policies, procedures, rules, and regulations issued by the Department.
- C. The County agrees to comply with rules and regulations of Part C of the Individuals with Disabilities Education Act (IDEA), Chapter DHS 90 of the Wisconsin Administrative Code, and applicable Numbered or Information Memos and other policy communications specific to the Wisconsin Birth to 3 Program.
- D. Funds made available to the County Administrative Lead Agency under the Birth to 3 Program are to be used to provide services consistent with the purposes, conditions and restrictions detailed in Part C of the Individuals with Disabilities Education Act (IDEA). Revised Part C IDEA Federal regulations, which were issued on September 28, 2011, are available at the following link: <http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=34:2.1.1.1.2>
- E. Counties providing services under this appendix must meet a fiscal maintenance of effort (MOE) requirement. The County may not contribute less funding for early intervention services than the County contributed for early intervention services established in **2014**, or as determined by the Department, to meet their MOE requirement. Further information regarding meeting Birth to 3 (MOE) requirements, and any discrepancy requirements, is included in DLTC Numbered Memo 2014-02.
- F. The county agrees to implement parental payments for the Birth to 3 Program as directed in Wisconsin Administrative Code Chapter DHS 90.

Failures to meet these purposes and conditions may result in corrective action and may result in the loss of these funds by the County and their repayment by the County to the Department.

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III. Fiscal and Client Reporting on the Earning and Use of Additional Funds

These additional funds are earned and can be used under the following conditions:

- A. Children and families served by the use of these funds shall be reported to the Department as outlined in the State/County Contract.
- B. Additional reporting information on children and families served by the use of these funds shall be reported to the Department in the manner requested and in a timeline established by the Department.
- C. Use of these funds shall be reported to the Department through the Community Aids Reporting System (CARS) Profile # 550 and reported on forms as prescribed by the Department. Birth to 3 Program costs reported to Profile #550 should include all Birth to 3 expenditures charged to the grant, offset by revenues received from sources other than the grant, including but not limited to: Medicaid targeted case management, Medicaid early intervention services, parental fees, and private insurance.
- D. Use of these funds shall be reported on the "Early Intervention Fiscal Report" submitted by the County to the Department. Final 2019 year end reconciliation will be based on the information submitted in the "County Birth to 3 Fiscal Reconciliation Report" (F-00388) and CARS. The County must submit a final fiscal report on Birth to 3 expenses, on a form provided by the Department, by March 31 of the following year.
- E. All information shall be entered into the Program Participation System (PPS) in a timely and accurate manner as required for the Office of Special Education Programs (OSEP) reporting purposes or for use by the Department. The County must complete the end of the year data verification process for the Federal fiscal year data entered into PPS as directed by the Department.

Failure to report these funds and the clients served by them as specified above may result in the loss of these funds by the County and their repayment to the Department.

IV. Payment Procedures

The Department shall pay these funds to the County in accordance with the State/County Contract.

The Department shall apply these conditions in determining the close of the contract.

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Profile: 567
Division of Care and Treatment Services

Intoxicated Driver Program Supplemental Awards

It is further understood and agreed by both parties through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered

Funds are provided from the Driver Improvement Surcharge collected pursuant to s. 346.655, stats. Contract period is January 1, 2020, through December 31, 2020.

The total value of the Contract may be further amended at any point in its duration. An amendment to 2020 State and County Grant Award Contract from the Department of Health Services Deputy Secretary will constitute agreement that the Contract has been amended to the new value.

II. Purpose and Service Conditions on the Use of the Additional Funds

- A. These funds are to cover costs resulting in an unanticipated deficit for the treatment services of impaired drivers. Intoxicated Driver Program (IDP) supplemental funding requests have been reduced based on an analysis of IDP client treatment costs and available funding.
- B. IDP clients are to be identified in the Program Participation System (PPS) through one of the following methods: (1) enter '17' in the Client Characteristics field; (2) enter '06', '07', or '16' in the Referral Source field; or (3) enter '17' in the Target Group field so that NOMS performance outcomes can be obtained.
- C. Counties and approved tribal treatment facilities must demonstrate a good faith effort to collect surcharges, third party revenues and client fees.

III. Payment Procedures

- A. These funds shall be paid in accordance with the State/County Contract.
- B. Failure to report these funds and the clients served by them will result in the loss of funds by the County and their repayment by the County to the Department.

STATE OF WISCONSIN
 Department of Health Services
 State and County Contract Appendix
 For Social and Community Programs

Year 2020

Profile: 569
 Division of Care and Treatment Services

Community Mental Health Services Block Grant (CMHSBG)

I. Funds Provided/Period Covered

Funds in the amount identified in this Contract are provided from the Federal Community Mental Health Services Block Grant (100%, CFDA# 93.958) and for the period January 1, 2020 through December 31, 2020.

II. Purpose and Service Conditions on the Use of the Funds

These funds may be used by the County only for the purposes under the service conditions described in the Division of Care and Treatment Services (DCTS) **Memo Series 2019-03 Action: Community Mental Health Services Block Grant – Community Aids Formula Allocation and Reporting Requirements.**

A. Adults with SMI and Children with SED

These funds can only be used to provide mental health services for adults with serious mental illness (SMI) and/or children with severe emotional disorders (SED) according to the definitions in the **DCTS Numbered Memo 2019-03 Action**. The definition of adults with SMI is:

Pursuant to Section 1912(c) of the Federal Public Health Service Act, as amended by Public Law 102-321, "adults with a serious mental illness" are persons: (1) age 18 and over, and (2) who currently have, or at any time during the past year, had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-IV or their ICD-9-CM equivalent (and subsequent revisions) with the exception of DSM-IV "V" codes, substance use disorders, and developmental disorders which are excluded, unless they co-occur with another diagnosable serious mental illness, and (3) experience functional impairment which substantially interferes with or limits one or more major life activities. (Federal Register Volume 58 No. 96 published Thursday, May 20, 1993, pages 29422 through 29425).

B. The definition of children with SED:

Pursuant to Section 1911(c) of the Public Health Service Act, children with a serious emotional disorder are (1) from birth up to age 18, and (2) currently have, or at any time during the last year, had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-III-R. (Federal Register Volume 58 No. 96 published Thursday, May 20, 1993, pages 29422 through 29425).

C. Priority Program Areas

The Bureau of Prevention Treatment and Recovery has identified program priority areas to which counties can apply these funds. The **DCTS Numbered Memo 2019-03 Action** includes the complete definitions of these priority program areas that should be followed. The list of priority program areas includes:

1. Certified Community Support Program (CSP) development and service delivery
2. Supported housing program development and service delivery
3. Initiatives to divert persons from jails to mental health services
4. Development and expansion of mobile crisis intervention programs
5. Consumer peer support and self-help activities
6. Coordinated, comprehensive services for children with SED

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7. Development of strategies and services for persons with co-occurring mental health and substance abuse disorders
8. Mental health outcome data system improvement
9. Certified Comprehensive Community Services (CCS) program development and service delivery

D. Priority Target Population – Individuals who are Homeless

For CY 2020, the continuing priority for the BPTR is to improve efforts to serve persons with a serious mental illness who are homeless. These CMHSBG funds should be used to assist individuals with a SMI who are homeless through immediate County action in the form of direct mental health services. If immediate services cannot be provided, the County and/or vendor/subcontractor will give priority placement on a waiting list to individuals who are homeless and provide interim services until they can be fully enrolled into services.

The primary objective of prioritizing persons with a serious mental illness who are homeless is to provide this population with better access to all mainstream mental health services. Thus, the funds can be dedicated to any of the nine priority program areas listed in the **DCTS Numbered Memo 2019-03 Action** to provide mental health services to persons with a serious mental illness who are homeless.

In addition to serving individuals who are homeless, Counties will prioritize the reporting of persons who are homeless and have a serious mental illness through the Program Participation System (PPS) Mental Health Module.

Data describing individuals who are homeless shall be recorded in PPS fields as follows. Code 80 indicating an individual is homeless should be recorded as a Client Characteristic. For individuals who meet the Blue Ribbon Commission (BRC) criteria for inclusion in the Consumer Status Data Set (CSDS), Code 1 indicating the individual lives on the street or in a shelter should be recorded to describe their Living Arrangement.

Counties will also prioritize the completion of all other required PPS MH data fields for individuals who are identified as homeless in order to provide complete data on the consumers' mental health condition, services received, and mental health outcomes.

III. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

- A. During the time period specified in the section I above and under the outlined conditions in section II above.
- B. According to Federal Title V of the Public Health Service Act [42 U.S.C. 300x-1 et seq.], per Section 1916 (a), Wisconsin County Agencies agree not expend the Community Mental Health Block Grant (CMHBG) for any of the following:

Section 1916:

<county/agency> agrees that it will not expend the grant:

1. to provide inpatient services;
2. to make cash payments to intended recipients of health services;
3. to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. to satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds or

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5. to provide financial assistance to any entity other than a public or nonprofit entity.

The Department shall apply these conditions in determining the close of the contract. The amount of a subsequent audit adjustment on the funds in this contract shall be based exclusively upon these conditions.

IV. Fiscal and Client Reporting on the Use of the Additional Funds

- A. These additional funds must be reported to the Department on the F-00642 Profile #569 according to the schedule in the State and County Contract.
- B. An annual Community Mental Health Services Block Grant Report of final expenditures by program category is due by May 1, 2020. A report format will be provided to the County.
- C. Submit to the Department, any reports necessary to comply with the regulations under 42 USC 300-52.
- D. Data Reporting

The Department of Health Services (DHS) must report data to the Federal government as a condition of receiving the CMHSBG funds. Counties will provide data required for the CMHSBG in accordance with Federal and State definitions and criteria. Counties are responsible for the collection of quality data to complete the required PPS Mental Health data elements. In order to meet updated Federal data requirements, Counties will continue to work with the Department when revisions and clarifications must be implemented in the PPS MH data system.

Agencies receiving CMHSBG funds shall report and use data on Federally required National Outcome Measures (NOMS) in accordance with guidelines provided through the Program Participant System (PPS) Mental Health data system. In calendar year 2020, NOMS Reporting will be required in order to receive the full allocation of CMHSBG funds. In calendar year 2020, county agencies are required to have in place the mechanisms to report timely, accurate, and complete NOMS data. If the State should receive a reduction in the 2020 CMHSBG allocation due to failure to report NOMS, Counties that have not met the NOMS reporting requirements may be subject to a funding reduction and required to refund part of payments already made.

Failure to meet these purposes and conditions will result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

These funds shall be paid in accordance with the State and County Contract.

VI. Additional Requirements

Requirements herein stated apply to any sub-grants or grants. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors, including fiscal monitoring of its subcontractors.

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Profile: 870 871 872 873 874 875
 876 877 878 879 880 881
 818 819 820 821 822 823
 827 828 829
 918 919 921
 882 883
 Division of Medicaid Services

Children's Long-Term Support (CLTS) Waiver Program

It is further understood and agreed by both parties, through this attachment to the CY 2020 "State and County Contract Covering Social Services and Community Programs," that both parties shall comply with all provisions set forth in this Contract regarding the Children's Long-Term Support Waiver Program, hereinafter referred to as CLTS.

I. Funds Provided/Period Covered

Funding Period and Amount: Funds identified in this contract are provided for the period January 1, 2020 through December 31, 2020.

Funding for CLTS participant services may be "State-matched" or "local-matched." "State-matched" means that CLTS Program general purpose revenue (GPR) funds are used to pay the non-Federal share of Medicaid waiver costs. "Local-matched" means that the County uses an alternate and allowable "local" funding source to pay the non-Federal share of Medicaid CLTS waiver costs. Common examples of local funds include Basic County Allocation (BCA), Children's Community Options Program (CCOP), or County Levy. If a participant has allowable service expenses that exceed the available CLTS Program non-Federal allocations, the County may use local funds to supplement the available CLTS program allocation and still receive the Federal match.

The Federal matching rates in effect are the Federal Medical Assistance Percentages (FMAP) finalized and published in the Federal Register. The FMAP rates are calculated annually on a Federal fiscal year basis. The FMAPs for the current Federal fiscal year can be found on the Medicaid Website (<https://www.medicaid.gov/index.html>).

Reallocations: The Department may pay allowable CLTS expenses exceeding the County's contract maximum if funds are available. Any funding not used by the County for the cost of services may be subject to reallocation.

Increases and Decreases: Funding available for this program is subject to change. The County's allocation may be increased or decreased unilaterally during this contract period by letter notice.

All increases or decreases to the designated allocation amount during the contract period will be provided to the County through a notification from the Department. This notification shall document the Department's approval of a change in funding and document the cause of the increase or decrease in the designated amount. The County will be informed of allocation increases or decreases resulting from reconciled year-end expenses through a reconciliation notification document.

II. Purpose and Conditions on the Use of these Additional Funds

Funds are allocated to the County based on the following methodology:

State-Matched CLTS-Grandfathered Funds (CARS Profiles: 873, 874, 875, 879, 880, 881): CLTS-Grandfathered funding is funding set aside to pay for the CLTS service and CLTS administrative expenses of currently enrolled CLTS participants whose CLTS services were previously paid for using CLTS-Autism funding as outlined in DLTC numbered memo 2016-04. Only participants approved by the Department may utilize CLTS-Grandfathered funding; the Department maintains a list of participants approved to use CLTS-Grandfathered funding. The Department will pay the non-Federal match of actual allowable CLTS program expenses incurred which are less than, or equal to, the County non-Federal CLTS-Grandfathered allocation for eligible CLTS-Grandfathered participants. The Department will provide the Federal match for all actual allowable CLTS program expenses up to, or exceeding, the Federal CLTS-Grandfathered allocation. Administrative expenses that exceed 7 percent of actual allowable CLTS-Grandfathered service expenditures are not allowable without approval by the Department.

The Department may pay allowable CLTS-Grandfathered expenses for the County when the additional allowable expenses exceed the contract maximums if funds are available. CLTS-Grandfathered funds not used by the County for the cost of services are subject to recovery by the Department.

State-Matched CLTS-Waiver Funds (CARS Profiles: 870, 871, 872, 876, 877, 878)

The Department will pay the non-Federal share of all allowable expenses incurred up to, or equal to, the County's non-Federal CLTS-Waiver allocation. The Department will provide the Federal share of any allowable CLTS expenses up to, or exceeding, the County's Federal CLTS-Waiver allocation. Administrative expenses that exceed 7 percent of actual allowable CLTS-Waiver service expenditures are not allowable without approval by the Department. Person-specific funding, such as crisis funding, is incorporated into the County's CLTS-Waiver allocations where applicable.

Local-Matched (CARS Profiles: 818-829)

The Department will provide the Federal share of allowable local-matched expenses for CLTS participants. Services are determined to be local-match funded from the corresponding county service authorizations submitted to the CLTS contracted third party administration (TPA) claims processing vendor. Allowable CLTS expenses exceeding the non-Federal CLTS program allocations are treated as non-Federal, local expenses.

III. Conditions on the Earning and Use of the Additional Funds

These funds may be used by the County in accordance with the following conditions:

- A. The County agrees to comply with the CLTS Waiver Program requirements, as Federally approved by the Centers for Medicare and Medicaid Services, according to the Social Security Act s. 1915(c) and s. 1915(b)(4)(https://www.ssa.gov/OP_Home/ssact/title19/1915.htm), and the Home and Community-Based Services requirements found in federal rule. The Department of Health Services, the State Medicaid Agency, maintains direct administrative oversight of the CLTS Waiver Program consistent with 42 CFR §431.10(e). The Department maintains the sole authority to provide administrative direction and issue policies, rules and regulations. County waiver agencies do not have the authority to change or overrule any administrative decision of the State Medicaid Agency or otherwise substitute their judgment with respect to the application of policies, procedures, rules, and regulations issued by the State Medicaid Agency. The County also agrees to comply with Wis. Stat. s. 46.272 Stats, s. 46.278, 2001 Wisconsin Act 16 section 9123 (16rs), 2003 Wisconsin Act 33 section 9124 (8c), 2017 Wisconsin Act 59, Section 766 s. 46.995 (2g), the relevant portions of the Medicaid Home and Community-Based Services Waivers Manual, applicable Numbered or Information Memos and other policy communications specific to the CLTS Waiver Program.

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- B. Funds may only be used for prior authorized services for eligible participants who meet functional, financial and non-financial requirements for the CLTS Waiver Program and have an approved Individualized Service Plan (ISP).
- C. Each CLTS participant shall receive service and support coordination provided by the County or a qualified County sub-contractor. Each CLTS participant will be given a choice of qualified and willing providers for all other covered CLTS services.
- D. The County shall have capacity to ensure each CLTS participant has timely access to support and service coordination. The Department agrees to work with the County if and when the County has difficulty in maintaining sufficient capacity.
- E. The amount of funds paid is determined by actual allowable CLTS waiver service expenses incurred, which include support and service coordination services, as well as County administrative expenditures allocated to CLTS Waiver Program operations in accordance with the DHS Allowable Cost Policy Manual. Eligible and allowable costs will be paid up to the maximum amount allowed by the contract allocation. Costs paid with this funding must correspond to actual expenditures in support of the CLTS Waiver Program that are not reimbursed through any other funding source. The County may not be reimbursed for services on any day a participant receives MA-funded services in an inpatient setting (such settings include general hospitals, SNFs, ICFs, or ICF-MRs).
- F. The County must coordinate with other Wisconsin county agencies operating the CLTS program to ensure there is no lapse or involuntary discontinuation of CLTS enrollment when the CLTS participant moves to a different Wisconsin county.
- G. Funds may not be used to cover any portion of room and board expenses for participants, except when the cost of room and board is an integral but subordinate part of covered respite care services when such care is provided outside of the participant's home.
- H. The County agrees to implement parental payments for the CLTS Waiver Program as directed by Ch. DHS 1 of the Administrative Code. Requirements are available online at the Department website:
<http://www.dhs.wisconsin.gov/children/clts/ppl/index.htm>
- I. The County receiving funding under this appendix must operate the CLTS Waiver Program for all eligible individuals as per the federally approved requirements established by the Centers for Medicare and Medicaid Services.
- J. The County will provide, upon request from persons applying for or participating in the CLTS Waiver Program and/or to their representatives who have permission or legal authority, copies of records within a timely manner. When records are requested in response to a complaint, grievance or appeal, the records will be provided by the County at no cost to the participant or representative. The County may recoup the actual cost of providing copies of records as "CLTS Program Administrative Expenses" as defined in this Appendix.
- K. The County will share information with the Department as requested.
- L. Failure to meet these purposes and conditions or requirements specified in s. 1915(c), 1915(b)(4), the Medicaid Home and Community-Based Waivers Manual, or applicable Numbered or Information Memos and other policy communications specific to the CLTS Waiver Program may result in the loss of these funds and their repayment to the Department by the County.

IV. Fiscal and Client Reporting Requirements

The County shall make the following reports as a condition of receiving these funds:

- A. **THIRD PARTY ADMINISTRATOR REQUIREMENTS:** The County is required to pre-authorize all participant services by submitting service authorizations to the Department's contracted third party administrator (TPA) claims processing vendor in a manner that is consistent with Medicaid Management Information System (MMIS) encounter reporting requirements, as outlined in the County Waiver Agency TPA Operational Handbook and applicable Numbered or Informational Memos.

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- B. **FINANCIAL REPORTING ON FORM 20942A - EXPENSE REPORT FOR HUMAN SERVICE PROGRAMS:** The County must report to the Department the total actual allowable expenses incurred for all County-provided services and the total actual allowable expenses for all local-match services for eligible CLTS participants on Form 20942A according to the schedule in the State/County Contract.
- C. **FINANCIAL REPORTING ON FORM F-22540 (FORMERLY THE HSRR) - HUMAN SERVICES REVENUE REPORT:** The County must report to the Department the total actual revenue received for all County-provided services and the total actual allowable expenses for all local-match services for eligible CLTS participants on Form F-22540 according to the schedule in the State/County Contract.
- D. **ANNUAL RECONCILIATION ON FORM F-00963:** The County must reconcile all CLTS program expenditures incurred during the contract period and paid before an annually established CLTS cut-off date. Reconciled expenditures must be reported on form F-00963.
- E. **COMMUNITY AIDS REPORTING SYSTEM (CARS):** The County will see their contract allocations reflected on the following CARS profiles. No prepayments will be made on any of the profiles listed in this Appendix.

CLTS Waiver Program Service Expenses:

The Department will report all CLTS service expenses to CARS on a quarterly basis. Local-match CARS profiles are for tracking purposes and all contract amounts on local match profiles are \$0. The CLTS Waiver Program service expense CARS profiles are non-reimbursable and are for reporting purposes only.

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**CARS CLTS service expense profiles
 (non-reimbursable)**

**Reporting Profile
 (from CLTS Claims Extract)**

**Expense Profiles
 (service FMAP applied)**

Profile 818:
 TPA CLTS BCA MATCH

Profile 819:
 TPA CLTS BCA MATCH FED

Profile 820:
 TPA CLTS BCA LOCAL

Profile 821:
 CLTS CCOP LOCAL MATCH

Profile 822:
 CLTS CCOP FED MATCH

Profile 823:
 CLTS CCOP LOCAL MATCH

Profile 827:
 TPA CLTS CWA MATCH

Profile 828:
 TPA CLTS CWA MATCH FED

Profile 829:
 TPA CLTS CWA LOCAL

Profile 870:
 CLTS WAIVER

Profile 871:
 CLTS WAIVER GPR

Profile 872:
 CLTS WAIVER FED

Profile 873:
 CLTS GRANDFATHER

Profile 874:
 CLTS GRANDFATHER GPR

Profile 875:
 CLTS GRANDFATHER FED

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The Federal match for CLTS-Grandfathered participants' allowable service expenses will be reflected on Profile 875. The non-Federal match for CLTS-Grandfathered participants' allowable service expenses will be reflected on Profile 874. Service expenses are distributed between CARS profiles 874 and 875 as determined by the current, applicable FMAP rate. Any allowable expenses in excess of the CLTS-Grandfathered service allocation amounts after the annual CLTS reconciliation will be applied to the County's CLTS BCA profiles (CARS profiles 819, 820, and 918) and may be subject to the cash back adjustment process.

The Federal match of CLTS-Waiver participants' State-matched allowable expenses will be reflected on Profile 872. The non-Federal match for CLTS-Waiver participants' State-matched allowable expenses will be reflected on Profile 871. Service expenses are distributed between CARS profiles 871 and 872 as determined by the current, applicable FMAP rate. Any allowable expenses in excess of the CLTS-Waiver service allocation amounts after the annual CLTS reconciliation will be applied to the County's CLTS BCA profiles (CARS profiles 819, 820, and 918) and may be subject to the cash back adjustment process.

CARS Cash Back Adjustment Profiles:

All local match source expenses, coded as BCA, CCOP, or any other local match source will be reported quarterly by the Department to the CLTS local-match CARS profiles. The non-Federal portion of these expenses will be subject to the cash back adjustment process. These adjustment amounts will be reflected on the CARS cash back adjustment profiles indicated by the chart below. It is the County's responsibility to monitor the CLTS cash back profiles and to create the revenue offset for the CLTS cash back adjustment by reporting the expense to appropriate, reimbursable, local funding sources.

CARS CLTS Cash Back Adjustment Profiles

CLTS Expense Profile		Cash Back Adjustment Profile (negative balance)
Profile 820: TPA CLTS BCA LOCAL	→	Profile 918: CSH ADJ TPA CLTS BCA MTCH
Profile 823: CLTS CCOP LOCAL MATCH	→	Profile 919: CSH ADJ CLTS CCOP MATCH
Profile 829: TPA CLTS CWA LOCAL	→	Profile 921: CSH ADJ TPA CLTS CWA MTCH

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CLTS Program Administrative Expenses:

The County will be reimbursed for CLTS Waiver Program administrative expenses through CARS reporting. Counties must report allowable CLTS-Grandfathered administrative expenses to CARS reporting profile 879 and allowable CLTS-Waiver administrative expenses to CARS reporting profile 876. The Federal match for CLTS administrative expenses will be reflected on CARS profile 881 for CLTS-Grandfathered and CARS profile 878 for CLTS-Waiver. The non-Federal match for CLTS administrative expenses will be reflected on CARS profile 880 for CLTS-Grandfathered and CARS profile 877 for CLTS-Waiver. The County should not report administrative expenses directly to CARS profiles 877, 878, 880, 881 without the Department's approval. CLTS administrative expenses receive the Federal Medicaid administrative match rate of 50 percent (50%). Any otherwise allowable administrative expenses in excess of CLTS program non-Federal administrative allocation amounts will not be reimbursed.

CARS CLTS administrative expense profiles (reimbursable)

**Reporting Profile
(from County reporting)**

**Payment Profiles
(Administrative FMAP applied)**

Profile 876:
CLTS WAIVER CWA ADMIN

Profile 877:
CLTS WAIVER CWA ADMIN GPR

Profile 878:
CLTS WAIVER CWA ADMIN FED

Profile 879:
CLTS GRANDFATHER ADMN

Profile 880:
CLTS GRANDFATHER ADMN GPR

Profile 881:
CLTS GRANDFATHER ADMN FED

Parental Payment:

The County must report parental payments collected on behalf of the CLTS Waiver program to CARS. Parental payments for state match funded CLTS participants are reported to CARS profile 882. Parental payments for local match funded CLTS participants are reported to CARS profile 883.

Reconciliation Adjustments:

CARS data and/or final CLTS allocation amounts are subject to adjustment to align with the County's reconciled service and administration claims.

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V. Payment Procedures

No prepayments are made for funds included in this Appendix. . CLTS waiver provider claims are processed and paid through the Department's contracted TPA vendor. CLTS waiver service claims are not reimbursed under the County CARS process. All other county waiver responsibilities remain in effect. County reported administrative expenses will be paid on a monthly basis through CARS. CARS payments through 06/30/2020 are limited to 6/12ths of the contract with the balance paid after 07/01/2020 based on reported allowable expenses up to the contract level for the non-Federal line only.

Cash Back Adjustments

All Federally-funded waiver participants' allowable expenses are paid by the Department through the TPA. These payments include both the Federal and non-Federal share of the payment. In paying the TPA-processed claims, the Department has paid any local-match expenditures on behalf of the County; therefore, the Department must receive reimbursement from the County for local-match expenses through the Cash Back process.

Parental Payments:

Parental payments collected by the County on behalf of state match CLTS participants are transferred to the Department through a CARS recovery on the parental payments reported to CARS profile 882.

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-00759 (01/2018)

STATE OF WISCONSIN

Contract Name: State County Grant Award Contract
Contract Number: **435SCA-G20-56-10**

BUSINESS ASSOCIATE AGREEMENT
With Contract

This Business Associate Agreement is incorporated into the Underlying Contract known as the State County Grant Award Contract and is made between the Wisconsin Department of Health Services ("Covered Entity"), andtSauk County Human Services ("Business Associate"), collectively the "Parties."

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

The activities described in Appendix 3 of the 2020 State County Grant Award Contract.

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security, and the transmission of individually identifiable health information created, used, or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103 and, in reference to the party to this Agreement, shall mean the Business Associate identified above.
- b. Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and, in reference to the party in this Agreement, shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any Protected Health Information except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement. Business Associate is not authorized to create de-identified information from PHI.
- b. Business Associate shall not request, use, or disclose more than the minimum amount of Protected Health Information necessary to accomplish the purpose of the use or disclosure.
- c. Business Associate shall inform the Covered Entity if it or its subcontractors will perform any work outside the U.S. that involves access to, or the disclosure of, Protected Health Information.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement.
- b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

4. REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410 and any successful security incident which it becomes aware of.

- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax, within five business days following the discovery of any violation.
 - i. The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate or, by exercising reasonable diligence would have been known to the Business Associate.
 - ii. Notification shall be provided to one of the contact persons as listed in section 4.d.
 - iii. Notification shall occur within five business days that follows discovery of the Violation.
- b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan.
- c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within ten days to a contact listed in section 4.d. with the following information:
 - i. Each Individual whose Protected Health Information has been or is reasonably to have been accessed, acquired, or disclosed during the Incident;
 - ii. A description of the types of Protected Health Information that were involved in the Violation (such as full name, social security number, date of birth, home address, account number);
 - iii. A description of unauthorized persons known or reasonably believed to have improperly used or disclosed Protected Health Information or confidential data;
 - iv. A description of where the Protected Health Information or confidential data is believed to have been improperly transmitted, sent, or utilized;
 - v. A description of probable causes of the improper use or disclosure;
 - vi. A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against further Violations;
 - vii. The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence; and
 - viii. A Corrective Action Plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. **Covered Entity Contact Information.** To direct communications to above-referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

DHS Privacy Officer:
c/o Office of Legal Counsel
Department of Health Services
1 W. Wilson Street
Madison, WI 53707
608-266-5484

DHS Security Officer:
Department of Health Services
1 W. Wilson Street
Madison, WI 53707
608-261-8310

5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE

In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

6. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Business Associate conducts any Standard Transaction for, or on behalf of, a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162, of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for, or on behalf of, Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any Protected Health Information held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity, or (as directed by Covered Entity) to an Individual, in order to meet requirements under the Privacy Rule.

8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct Protected Health Information held by the Business Associate, which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

9. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

The Business Associate agrees to document and make available to the Covered Entity, or (at the direction of the Covered Entity) to an Individual, such disclosures of Protected Health Information to respond to a proper request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

10. INTERNAL PRACTICES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the HHS Secretary, or designee, for purposes of determining compliance with the requirements of HIPAA.

11. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - i. Exercise any of its rights to reports, access, and inspection under this Agreement;
 - ii. Require the Business Associate within a 30-day period to cure the breach or end the violation;

F-00759 Page 4

- iii. Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - iv. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either 11.a.ii. or 11.a.iii, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

12. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all Protected Health Information and any compilation of Protected Health Information in any media or form. The Business Associate agrees to ensure that this provision also applies to Protected Health Information of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of Protected Health Information in any media is included in and covered by this provision, as well as all originals or copies of Protected Health Information provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than 30 business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all Protected Health Information has been completed.
- b. If the Business Associate destroys Protected Health Information, it shall be done with the use of technology or methodology that renders the Protected Health Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying Protected Health Information include:
 - i. For paper, film, or other hard copy media: shredding or destroying in order that Protected Health Information cannot be read or reconstructed and
 - ii. For electronic media: clearing, purging, or destroying consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of Protected Health Information unless the information is properly redacted so as to be fully de-identified.

- c. If the Business Associate believes that the return or destruction of Protected Health Information is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate determines that return or destruction of Protected Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to Protected Health Information and prohibit further uses or disclosures of the Protected Health Information of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any Protected Health Information subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

13. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that Protected Health Information from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of Protected Health Information.

14. MISCELLANEOUS PROVISIONS

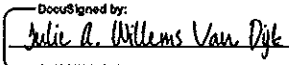
- a. **Indemnification for Breach.** Business Associate shall, to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident arising from the acquisition, access, use, or disclosure of Protected Health Information by the Business Associate in a manner not permitted under HIPAA Rules.
- b. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be owner of any PHI created or received by Business Associate on behalf of Covered Entity.

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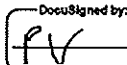
- c. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
- d. **Independent Contractor Status.** For the purposes of this Agreement, Business Associate is an independent contractor of Covered entity and shall not be considered an agent of Covered Entity.
- e. **Automatic Amendment.** This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- f. **Interpretation of Terms or Conditions of Agreement.** Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- g. **Survival.** All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY

Print Name: Julie A. Willems Van Dijk
SIGNATURE: 
Title: Deputy Secretary
Date: 11/4/2019

BUSINESS ASSOCIATE

Print Name: Peter Vedro
SIGNATURE: 
Title: Chair, Sauk County Board Peter Vedro
Date: 11/1/2019

CERTIFICATION REGARDING LOBBYING

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 of Lobbying Activities," in accordance with its instructions. Disclosure of Lobbying Activities (Standard Form-LLL)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DocuSigned by:



(Signature of Official Authorized to Sign Application)

Peter Vedro

(Print Name)

tSauk County Human Services

(Agency / Contractor Name)

11/1/2019

(Date)

Chair. Sauk County Board Peter Vedro

(Title)

2020 Contracts with Sauk Co DHS

(Title of Program)


DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (05/2017)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE -- Official Authorized to Sign Application		Date Signed
<small>DocuSigned by:</small>  <small>83995058510417</small>		11/1/2019
For (Name of Vendor)	DUNS Number (Dun & Bradstreet, if applicable)	
Sauk County Human Service	076165513	

INTERNAL USE ONLY	
Contract #:	
Contract Description:	
The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE -- Contract Administrator	Date Signed

Certificate Of Completion

Envelope Id: D9CCE27818C6483AB316EFDA1D9241EF

Status: Completed

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Source Envelope:

Document Pages: 71

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Mark Zeihen

AutoNav: Enabled

1 West Wilson St.

Envelope Stamping: Enabled

Madison, WI 53703

Time Zone: (UTC-06:00) Central Time (US & Canada)

mark.zeihen1@dhs.wisconsin.gov

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Holder: Mark Zeihen

mark.zeihen1@dhs.wisconsin.gov

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Pool: StateLocal

Pool: Wisconsin Department of Health Services

Location: DocuSign

Signer Events


Peter Vedro

peter.vedro@saukcountywi.gov

Chair, Sauk County Board Peter Vedro

Security Level: Email, Account Authentication
(None)

Signature

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
Cody Wagner

CodyW.Wagner@dhs.wisconsin.gov

Office of Legal Counsel

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)

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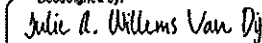
Julie A. Willems Van Dijk

julie.willemsvandijk@dhs.wisconsin.gov

Deputy Secretary

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events	Status	Timestamp
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Dan Brattset dbrattset@co.sauk.wi.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/4/2019 7:37:01 PM Viewed: 11/5/2019 1:26:25 PM
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DCTS Contracts
DHSDCTContracts@dhs.wisconsin.gov

DCTS Contracts Inbox

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Hashed/Encrypted

11/4/2019 7:37:01 PM

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Security Checked

11/4/2019 7:37:01 PM

Signing Complete

Security Checked

11/4/2019 7:37:01 PM

Completed

Security Checked

11/4/2019 7:37:01 PM

Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, you will no longer be able to use the DocuSign system 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 the DocuSign system 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 Department of Health Services:

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: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

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 email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.