

Dane County Contract Cover Sheet

Revised 07/2023

BAF # 26035
 Acct: Bush/Wilkinson
 Mgr: Fischer
 Budget Y/N: N

Res 328
 significant

Dept./Division	Dept. of Human Services/DAS		
Vendor Name	State of WI, Dept. of Health Services	MUNIS #	3716
Brief Contract Title/Description	CY2026 WI DHS Grant Agreement for Aging and Disability Resource Center Grants. This is already in the budget and ongoing.		
Contract Term	1/1/2026 - 12/31/2026		
Contract Amount	\$ 3,643,274.00		

Contract # Admin will assign	16160
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	John Grothjan
Phone #	608-242-6200	Phone #	608-338-6056
Email	dcdhscontracts@countyofdane.com	Email	raymond.grothjan@dhs.wisconsin.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	328
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
John Schlueter	Digitally signed by John Schlueter Date: 2026.02.02 16:32:37 -06'00'

APPROVAL – Contracts Exceeding \$100,000		
Director of Administration		Corporation Counsel
Slaven, Shelby	Digitally signed by Slaven, Shelby Date: 2026.02.03 13:38:17 -06'00'	SHR 2.2.26

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 2/3/26	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, February 3, 2026 11:34 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16160
Attachments: 16160.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/3/2026 2:51 PM	Approve: 2/3/2026 2:51 PM
	Rogan, Megan	Read: 2/3/2026 11:58 AM	Approve: 2/3/2026 4:04 PM
	Cotillier, Joshua	Read: 2/3/2026 12:53 PM	Approve: 2/3/2026 12:54 PM
	Oby, Joe		

Note – the document for this contract is so large that Outlook won't let me send it through email...the document attached is the coversheet, resolution and the first 2 pages of the contract. Corp Counsel for Human Services has signed off on this.

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16160
Department: Human Services
Vendor: WI Dept of Health Services
Contract Description: Grant agreement for Aging & Disability Resource Center Grants (Res 328)
Contract Term: 1/1/26 – 12/31/26
Contract Amount: \$3,643,274.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

1
2
3 **2025 RES-328**

4 **ACCEPTING FUNDS FROM STATE OF WISCONSIN DEPARTMENT OF HEALTH**
5 **SERVICES DCDHS – DAS DIVISION**

6 Dane County Department of Human Services (DCDHS) Disability & Aging Services (DAS) have
7 been awarded funding from State of Wisconsin Department of Health Services for 2026 Aging
8 and Disability Resource Center (ADRC) grants to provide older adults and people with physical
9 disabilities or intellectual disabilities the resources needed to live with dignity and security and
10 achieve maximum independence and quality of life.

11
12 These funds are budgeted and ongoing within the department. No budgetary change is required
13 due to entering into this agreement.

14
15 NOW, THEREFORE, BE IT RESOLVED that the County Executive and County Clerk, when
16 required, are hereby authorized and directed to sign the agreement on behalf of Dane County.

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G26-13-25 X**

Bureau of Procurement and Contracting (BPC) Review:

- This agreement requires **Standard** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- This agreement uses intergovernmental cooperative purchasing.

Description:

Annual ADRC base agreement for simple OLC review. Standard 40 profile template used. Includes the mandatory Dane County Reservation of Rights form as there is an HHS 690 attestation form attached as well. Also includes the OLC-approved language edits for Indemnification in Section 12.B

Office of Legal Counsel (OLC) Review and Approval:

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

Signed by:

Amanda Ross

Name: E5797DAC2816408 Amanda Ross

Title: Paralegal

1/20/2026

Date Signed



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
ADRC of Dane County
for
Aging and Disability Resource Center Grants--CY 2026

DHS Grant Agreement No.: 435100-G26-13-25 X
Agreement Amount: \$3,643,274
Agreement Term Period: 1/1/2026 to 12/31/2026
GEARS Pre-Packet No: 2292

DHS Division: Division of Public Health
DHS Grant Administrator: John Grothjan
DHS Telephone: 608-338-6056
DHS Email: raymond.grothjan@dhs.wisconsin.gov

Grantee Grant Administrator: Melissa Agard
Grantee Email: contracts@danecounty.gov
Grantee Unique Entity Identifier (UEI) Name:
Grantee Unique Entity Identifier (UEI) Number:

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

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

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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.

Assistance Listings: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, (GSA) at SAM.gov, pursuant to 2 C.F.R. § 200.1.

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 Agreement and the following documents incorporated by reference into the Agreement 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) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 201 E. Washington Ave., 201 E. Washington Ave. Room A200, Madison, Wisconsin 53703.
- B. The Grantee is: ADRC of Dane County
The Grantee's principal business address is: 1202 NORTHPORT DR, MADISON, WI, 537042092

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) 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 Agreement period as referred to in the attached exhibit(s).

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 List of Exhibits

Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: **John Grothjan**

Telephone: **608-338-6056**

Email: **raymond.grothjan@dhs.wisconsin.gov**

Grantee Grant Administrator

Grant Administrator Name: **Melissa Agard**

Email: **contracts@danecounty.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5th of the month. GEARS 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: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS 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 Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. Unless otherwise defined in the scope of work, 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 GEARS Processing Dates schedule (<https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial 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 Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- 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. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

9. 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.

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, 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.

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT:]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.

[FOR USDA/FNS GRANT:]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 Agreement. 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) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement 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 <https://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 Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. WEB CONTENT ACCESSIBILITY GUIDELINES

Grantee shall comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA for all Products and Services provided under the Grant Agreement.

If during the Grant Agreement, the Grantee fails to maintain compliance with WCAG 2.1 A and AA, or the State of Wisconsin identifies an accessibility barrier in the product or service that renders it inaccessible or unusable to people with disabilities, the State of Wisconsin shall notify the Grantee of non-compliance. If conformance is not reached within 30 days of the Grantee receiving the notification of non-compliance ("Notice"), the Grantee and the State of Wisconsin shall meet and mutually agree upon an appropriate timeline for resolution of the accessibility barrier(s). Should Grantee: (i) fail to acknowledge receipt of the notice within 30 days of receipt of the Notice, or (ii) fail to materially resolve the accessibility barrier(s) within the agreed-upon timeline, Grantee agrees to indemnify and hold harmless the State of Wisconsin from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements throughout the Grant Agreement term may be grounds for cancellation of the Grant Agreement by the State of Wisconsin.

The State of Wisconsin may also require the Grantee to provide an Accessibility Conformance Report (ACR) or Voluntary Product Accessibility Template (VPAT) upon request to demonstrate compliance with this requirement.

12. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, 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 Agreement, 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 Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

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 17 (Audits) of this Agreement.

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 Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee 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 Subgrantee 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 Agreement, 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:* To the extent authorized under State and Federal Laws, the parties agree that they each shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their own employees, officers, subcontractors, or agents.
- 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 Agreement 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 Agreement. 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 Agreement 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 NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with 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 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or

have access to protected health information under this Agreement and “Covered Entity” shall mean the State of Wisconsin, Department of Health Services.

In agreements 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 Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

13. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

During the performance of Services under this Grant Agreement, the Grantee may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as “data”) belonging to the State. The Grantee shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. Grantee shall ensure personnel with access to the State’s IT Resources comply with the State’s Acceptable Technology Use, Access and Security Policy.

The Grantee shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Grantee, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.

14. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

15. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee’s further contracts, grants, contractors, or grantees under this Agreement, 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 Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

16. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement 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 Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

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 Agreement, 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 Agreement 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.

17. 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 Agreement, 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 Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

18. 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 Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (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.

19. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement 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 Agreement. 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 Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, 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 Agreement shall be promptly and fully reported to DHS.

20. 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 – Audit Requirements. 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 1.4 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 Assistance Listing 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 thirty (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.

21. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (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 thirty (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 Agreement 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 Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

22. 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 Agreement.
- 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 Agreement.
- 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 Agreement 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 Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

23. 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 Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- 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 a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure 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 and 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, thirty (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 subch. 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.

24. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, 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 Agreement 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 thirty (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 Agreement 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 Agreement, 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 Agreement until such time as the reports and information are submitted.

25. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, 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 fourteen (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 thirty (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 fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

26. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **60 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement 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 Agreement period would be considered not allowable.

27. 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.

28. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement 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 Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

29. GOVERNING LAW

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

30. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement 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 Agreement 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 Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

31. ASSIGNMENT

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

32. 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 (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities> . A completed disclosure must be provided upon Department request.

33. 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. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

35. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

36. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

37. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

N/A

Match Requirements:

Funding percentages:

- a. Federal:
- b. State:
- c. Local/Other:

38. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS’ and Grantee’s Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

39. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

40. FEDERAL AWARD INFORMATION

DHS Profile Number	560152	560155
FAIN	2605WI5ADM	2605WI5ADM
Federal Award Date	10/1/2025	10/1/2025
Subaward period of Performance Start Date	1/1/2026	1/1/2026
Subaward period of Performance End Date	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	Sum-sufficient earned	Sum-sufficient earned
Amount of Federal Funds obligated	Sum-sufficient earned	Sum-sufficient earned
Federal Award Project Description	FFY26 Medicaid Administration	FFY26 Medicaid Administration
Federal Awarding Agency Name (Department)	DHHS CMS	DHHS CMS
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listings Number	93.778	93.778
Assistance Listings Name	Medical Assistance Program	Medical Assistance Program
Total made available under each Federal award at the time of disbursement	\$76,496,378	\$76,496,378
R&D?	No	No
Indirect Cost Rate	6.7%	6.7%

PROCESSED

41. GEARS PAYMENT INFORMATION

**DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION**

The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
13	Dane County ADRC	25	1/1/2026	12/31/2026	\$3,643,274

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
560080	ADRC DBS I/A EXP	Report DBS I/A MA expenses here. Allocates 50% to profile 560155 and 50% to profile 560082.	-	\$0	\$0	N/A
560082	ADRC DBS I/A MA GPR	Do not report expenses here. 560082 rolls to 560100 for reimbursement.	-	\$0	\$0	N/A
560083	ADRC DBS LTCFS/DAT A EXP	Report DBS LTCFS/Data expenses here. Allocates 75% to profile 560152 and 25% to profile 560084.	-	\$0	\$0	N/A
560084	ADRC DBS LTCFS/DAT A GPR	Do not report expenses here. 560084 rolls to 560100 for reimbursement.	-	\$0	\$0	N/A
560085	ADRC DBS NON-MA EXP	Report DBS non-MA funds here. Rolls to profile 560100 for reimbursement.	-	\$0	\$0	N/A
560086	ADRC IA I/A EXP	Report I&A I/A MA expenses here. Allocates 50% to profile 560155 and 50% to profile 560088.	-	\$0	\$0	N/A

¹ See "Funding Controls."

560088	ADRC IA I/A MA GPR	Do not report expenses here. 560088 rolls to 560100 for reimbursement.	-	\$0	\$0	N/A
560095	ADRC IA NON-MA EXP	Report I&A Non-MA funds here. Rolls to profile 560100 for reimbursement.	-	\$0	\$0	N/A
560096	ADRC IA LTCFS/DAT A EXP	Report I&A LTCFS/DATA expenses here. Allocates 75% to profile 560152 and 25% to profile 560098.	-	\$0	\$0	N/A
560098	ADRC IA LTCFS/DAT A GPR	Do not report expenses here. 560098 rolls to 560100 for reimbursement.	-	\$0	\$0	N/A
560100	ADRC BASE GPR REIMB	Do not report expenses here. ADRC Base GPR portions of contract expenses are reimbursed here.	-	\$3,643,274	\$3,643,274	6-month
560144	ADRC DCS IA MA	Report DCS I/A MA expenses here. Allocates 50% to profile 560155 and 50% to profile 560145.	-	\$0	\$0	N/A
560145	ADRC DCS I/A MA GPR	Do not report expenses here. 560145 rolls to 560100 for reimbursement.	-	\$0	\$0	N/A
560146	ADRC DCS LTCFS/DAT A EXP	Report DCS LTCFS/DATA MA expenses here. Allocates 75% to profile 560152 and 25% to profile 560147.	-	\$0	\$0	N/A
560147	ADRC DCS LTCFS/DAT A GPR	Do not report expenses here. 560147 rolls to 560100 for reimbursement.	-	\$0	\$0	N/A
560148	ADRC DCS NON-MA EXP	Report DCS non-MA expenses here. 560148 rolls to profile 560100 for reimbursement.	-	\$0	\$0	N/A
560152	ADRC LTCFS/DAT A MA REIMB	Do not report expenses here. 75% of expenses reported to all ADRC LTCFS/Data MA	-	\$0	\$0	N/A

		reporting profiles are reimbursed on this profile.				
560155	ADRC I/A MA REIMB	Do not report expenses here. 50% of expenses reported to all ADRC I/A MA reporting profiles are reimbursed on this profile.	-	\$0	\$0	N/A
					\$3,643,274	

**SCOPE OF SERVICES
FOR THE
AGING & DISABILITY RESOURCE CENTER
GRANT AGREEMENT
WITH THE
WISCONSIN DEPARTMENT OF HEALTH SERVICES
DIVISION OF PUBLIC HEALTH**



JANUARY 1 – DECEMBER 31, 2026

Aging and Disability Resource Center Contract Agreement Scope of Services

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**ADRC Contract Scope of Services
for the Grant Agreement between the Department of Health Services and the
Aging and Disability Resource Center**

I. Introduction

A. Authority and Purpose

The Aging and Disability Resource Center (ADRC) contract scope of services describes the Department of Health Services (DHS) requirements for ADRC organization, service provision, and procedures.

ADRCs are authorized under Wisconsin Statute §46.283 and subject to the requirements contained in Chapter DHS 10 of the Wisconsin Administrative Code.

B. Mission and Role of the ADRC

1. Mission

To provide older adults and people with physical disabilities or intellectual disabilities the resources needed to live with dignity and security and achieve maximum independence and quality of life. The goal of the ADRC is to empower individuals to make informed choices and to streamline access to the right and appropriate services and supports.

2. Role of the ADRC

ADRCs provide a central source of reliable and objective information about a broad range of programs and services for older adults and people with disabilities. They help people understand and evaluate the various options available to them. By enabling people to find resources in their communities and make informed decisions about long-term care, ADRCs help people conserve their personal resources, maintain self-sufficiency, and delay or prevent the need for potentially expensive long-term care. ADRCs also serve as the single access point for publicly funded long-term care programs which includes Family Care, IRIS, and, where available, Family Care Partnership and PACE.

ADRC services are available to older adults and people with disabilities regardless of income and regardless of the person's eligibility for publicly funded long-term care.

ADRC services are also available to families, friends, caregivers, and others who work with or care about older people or people with disabilities. To promote use of their services, ADRCs must be physically accessible and be able to provide information and assistance in a private and confidential manner, provide a welcoming and inviting place where customers feel comfortable coming for services, be culturally competent, be able to communicate with persons of differing abilities and be available at a location preferred by and at a time that is reasonable for the ADRC and convenient to individual customers.

The ADRC must provide services consistent with the DHS requirements as defined in this scope of services and the ADRC Operations Manual (P-03062).

C. Populations Served by the ADRC

1. Required Target Groups

ADRCs shall make their full range of services available to all the following groups of individuals, including people who inquire about or request assistance on behalf of members of these groups, regardless of financial means:

- Adults aged 60 or older.
- Adults with intellectual or developmental disabilities.
- Adults with physical disabilities.

2. Services for Adults with Mental Health or Substance Use Disorders

ADRCs will provide information and referral, disability benefits counseling, and referral for emergency services to adults with mental health or substance use disorders who are not elderly and do not have an intellectual, developmental, or physical disability.

ADRCs must make their full range of services available to adults with mental health or substance use disorders when the individual is elderly or has an intellectual, developmental, or physical disability.

ADRCs may not administer the Functional Eligibility Screen for Mental Health and Substance Use Disorders or provide intake for mental health or substance use services.

D. Service Priorities and Use of Funds

1. Service Priorities

The ADRC must provide all the core services and activities prior to using ADRC grant funds for other allowable services.

Core services and activities are those covered in Section II of this scope of services. Provision of these services by the ADRC is required in accordance with the ADRC Operations Manual (P-03062).

Other allowable services and activities are those covered in Section III of this scope of services.

2. Use of ADRC Grant Funds

ADRC grant funds cannot be used to pay for the provision of any service that is not authorized under this scope of services.

3. Optional Local Contributions

There is no local match or contribution requirement for this grant. ADRC grant funds provided through this grant agreement may, but need not, be supplemented with local tax levy at the discretion of the county or Tribal governments.

E. Commitment to Equitable Access

ADRCs are committed to serving all adult populations by empowering individuals to make informed choices that support dignity, security, independence, and a high quality of life. In carrying out this mission, ADRCs recognize that some individuals may experience barriers related to social or economic need. To serve effectively, ADRCs will identify and address factors

that create challenges for people with the greatest social or economic need, while also ensuring that all customers have equitable access to services and supports. The mission of the ADRCs includes advocating for and providing services to people who may face barriers connected to age or ability, while also recognizing that these experiences may overlap with other aspects of identity—such as race, ethnicity, religion, Tribal membership, gender identity, or sexual orientation—which can further impact access to services and supports.

F. Compliance with Federal and State Rules and Regulations

The ADRC must comply with all applicable federal and state statutes, regulations, and guidelines. Federal and state requirements may change throughout the duration of this grant agreement. If there is a conflict between federal and state requirements, including those in this scope of services, the federal requirements will take precedence. All the services required under this scope must be provided in accordance with the ADRC Operations Manual (P-03062) and statewide ADRC policies (P-02923) which are hereby incorporated by reference into this agreement.

II. Core Services

A. Marketing, Outreach and Public Education (P-03062-08)

ADRCs must conduct marketing, outreach, and public education to make their presence and service availability known throughout their service area. Marketing, outreach, and public education should be targeted towards those who may benefit from the services of the ADRC. Marketing, outreach, and public education must always be done in a manner that maintains the objectivity of the ADRC, remaining unbiased and avoiding any real or perceived conflicts of interest.

B. Information and Assistance (P-03062-01)

The ADRC must provide information and assistance to members of the target populations and their families, friends, caregivers, advocates, and others who ask for assistance on their behalf. Information and assistance includes listening to and supporting people, assessing their needs and personal preferences, identifying the most appropriate resource to meet their needs, helping them to connect with service providers, and providing information to meet their needs using a person-centered approach. Information and assistance must be provided in a manner convenient to the customer including, but not limited to, being provided in person in the customer's home or at the ADRC office as an appointment or walk-in, over the telephone, virtually, via email, or through written correspondence. ADRCs are required to participate in the centralized DHS supported statewide resource directory. Each ADRC will be responsible for making entries to the directory and keeping those entries up to date.

C. Long-Term Care Options Counseling (P-03062-02)

The ADRC must provide counseling to customers in the target populations. Options counseling may occur with the customer's family, friends, caregivers, advocates, and others who ask for assistance on the customer's behalf, if the customer is involved in the meeting. ADRCs provide counseling about options available to meet long-term care needs and factors to consider in making long-term care decisions. The information provided during options counseling must be timely, accurate, thorough, unbiased and appropriate to the customer's situation.

Assistance with Referrals from Nursing Homes

The ADRC must serve as the local contact agency for referrals from nursing home under the Minimum Data Set, MDS 3.0 Section Q, consistent with the requirement of the Centers for Medicare and Medicaid Services (CMS) and DHS policy.

Preadmission Consultation

ADRCs must provide preadmission consultation to persons who have been referred to the ADRC by a nursing home, community based residential facility, or residential care apartment complex. The ADRC must provide preadmission consultation consistent with the customer's needs and preferences.

Preadmission consultation must not attempt to persuade the customer to choose a particular provider, type of service, long-term care program, managed care organization, IRIS fiscal employer agent (FEA), or IRIS consultant agency (ICA).

The ADRC must provide preadmission consultation at a time and location that are convenient for the customer and, when possible, prior to the person's admission to the facility.

Assistance with Transitions

The ADRC must make its services available to individuals who wish to relocate to their home or community from a nursing home, assisted living facility, or other care setting.

D. Assistance with Resident Transitions (P-03062-02a)

Assistance with Resident Transitions from Facilities that are Downsizing or Closing
An ADRC must assist in the resident transition process for residents in facilities that are downsizing or closing by responding to requests for information from the state relocation team, participating in informational meetings with residents and their representatives, and providing residents with the same services that it provides to other ADRC customers, including information and assistance, options counseling, and eligibility and enrollment related functions as described in the DHS Resident Relocation Manual (P-01440).

Provision of these services may be expedited at the direction of DHS because of the timelines required for closure, but the nature of the services provided by the ADRC are the same.

The ADRC is not responsible for coordinating the relocation process, conducting assessments, developing relocation alternatives or plans, or making arrangements for individual residents.

E. Access to Publicly Funded Long-Term Care Programs and Services (P-03062-03)

1. Assuring Access to Publicly Funded Long-Term Care Programs and Services

The ADRC must assure that customers who request access to and indicate potential eligibility for publicly fund long-term care are informed about and assisted in accessing these programs, consistent with the requirements in this scope of services and with any additional direction provided by DHS, including but not limited to Wis. Admin. Code § DHS 10.31(6).

2. Provision of the Long-Term Care Functional Screen (P-03062-04a)

The ADRC must administer the initial long-term care functional screen to determine a customer's functional eligibility for managed long-term care and Include, Respect, I Self-Direct (IRIS).

The ADRC must conduct the long-term care functional screen (LTCFS) for private pay customers interested in purchasing care management from the MCO, private-pay PACE members, or upon request from the income maintenance consortium to start the clock on asset assessments.

Per Wis. Admin. Code § DHS 10.31(6), the ADRC must determine functional eligibility as soon as practicable, but not later than 30 days from the date the ADRC receives a request or expression of interest from the individual or legal decision maker. If there is a delay in determining functional eligibility, the ADRC will notify the customer in writing that there is a delay, specify the reason for the delay and inform the customer of their right to appeal the delay by requesting a fair hearing under Wis. Admin. Code § DHS 10.55.

The ADRC will administer the LTCFS consist with the instruction in the Wisconsin Long-Term Care Functional Screen Instructions (P-00946).

The ADRC will send notice of action letters to customers who request full benefits but are found to be functionally ineligible for publicly funded long-term care or eligible for limited services at a non-nursing home level of care. They will also inform them of their appeal rights and include a copy of the Request for Fair Hearing-ADRC (F-00236A).

3. Enrollment Counseling (P-03062-03a)

The ADRC must provide enrollment counseling, also known as choice counseling, to customers who have been found to be eligible for and are considering enrolling into publicly funded long-term care.

Enrollment counseling must be provided in a setting that ensure the customer's privacy.

DHS's federally approved SSA §1915 (b) waiver requires that only DHS approved materials be used in the enrollment process and enrollment counseling.

4. Disenrollment Counseling (P-03062-03b)

The ADRC must provide information and counseling to assist people in the process of disenrollment from a publicly funded long-term care program, whether requested by the customer or because of a loss of program eligibility.

DHS's federally approved SSA §1915 (b) waiver requires that only DHS approved materials be used in the disenrollment process and disenrollment counseling.

F. Dementia-Related Services and Supports (P-03062-07)

1. Dementia Care Specialist

ADRCs must ensure that customers have access to a Dementia Care Specialist (DCS) who provides dementia-related support and services to the ADRC, community, individuals, and families. All DCSs will follow the requirements of the program as described in the ADRC Operations Manual. This includes, but is not limited to, DCSs serving as a catalyst for the development and implementation of strategies to create and sustain dementia-friendly communities in the ADRC service area; providing one-on-one information, care consultation, and referrals for individuals with dementia or their family caregivers; and sustaining a dementia-capable ADRC.

2. Memory Screens

DCSs will provide training and ongoing support to ADRC staff regarding memory screens consistent with the direction provided in the Memory Screening in the Community Manual (P-01622). The DCS will also be available to provide memory screening.

3. Other Dementia-Related Services and Supports

DCS must implement two evidence-based health promotion programs or health promotion activities. At least one must be focused on caregivers.

G. Disability Benefit Specialists (P-03062-05a)

1. Access to Disability Benefit Specialist Services

The ADRC shall ensure that customers have access to the services of a disability benefit specialist (DBS) and that these services meet all the DHS requirements for the DBS program contained in the Disability Benefits Counseling chapter of the ADRC Operations Manual (P-03062-05).

When appropriate and the preference of the customer, the ADRC will refer customers who use sign language to the DBS employed by the Office for the Deaf and Hard of Hearing.

When appropriate and the preference of the customer, the ADRC shall offer to refer Tribal members to the Tribal DBS employed by the Great Lakes Inter-Tribal Council.

2. Staff Status of Disability Benefit Specialists

A DBS may be staff of the ADRC or of another public or private organization. When a DBS is on the staff of another organization, the ADRC must have a contract with the organization that indicates that the DBS shall meet all the requirements described in the scope of services, be headquartered in the ADRC, and coordinate activities with those of the ADRC. The contract must also describe the responsibilities of the respective organizations.

3. Location of the Disability Benefit Specialist

The primary office of the DBS must be in the ADRC, and the DBS must be reachable by telephone.

4. Prohibited Activities

To avoid potential conflicts of interest, the DBS may not perform the long-term care functional screen, SSI-E eligibility determination and certification, or any other eligibility determinations. Additionally, the DBS cannot provide guardianship or adult protective services.

5. Partnership with the Disability Benefit Specialist Program Attorneys

The ADRC must partner with the DBS program attorneys, who are under contract with DHS, to monitor the effectiveness of the DBS program. The program attorneys provide technical assistance, substantive case oversight, and mandatory training to the DBS. The program attorneys also provide input to the local supervisor on the quality of the DBS work through an annual case review process.

H. Elder Benefit Specialists (P-03062-05b)

1. Access to Elder Benefit Specialist Services

The ADRC must ensure that people have access to the services of an elder benefit specialist (EBS) as defined in the Elder Benefit Counseling chapter of the ADRC Operations Manual (P-03062-06).

EBS may be staff of the ADRC or of another public or private organization. When an EBS is on the staff of another organization, the ADRC must have a contract, memorandum of understanding, or similar agreement with this organization that ensure ADRC customer access to the EBS.

If the EBS is headquartered in the ADRC, then the primary office of the EBS is located in the ADRC and the EBS can be reached by telephone through the ADRC.

2. Prohibited Activities

To avoid potential conflicts of interest, the EBS may not perform the long-term care functional screen, SSI-E eligibility determination and certification, or any other eligibility determinations and may not provide assistance with guardianship or adult protective services.

3. Partnership with the Elder Benefit Specialist Program Attorneys

When the EBS is headquartered in the ADRC, the ADRC must partner with the EBS program attorneys who are under contract with DHS to monitor the effectiveness of the EBS program. The EBS program attorneys provide technical assistance, substantive case oversight, and training to the EBS. The program attorneys conduct an annual performance review of each EBS and provide a written report to the local agency director. The roles and responsibilities of the local agency director in overseeing the EBS service are further defined in the Elder Benefits Counseling chapter of the ADRC operations manual.

4. Funding for Elder Benefit Specialists

Primary funding for the EBS derives from Wis. Stat. § 46.81(2) and is allocated to the local aging unit. If the local aging unit has approved the ADRC to receive EBS program funding using form F-02716, then EBS workers must complete Time and Task reporting and EBS time must be included in the monthly adder workbook submission. ADRC grant funds may be used to cover the costs associated with an EBS only after all other EBS program-specific

funding from state and local sources has been applied and when all other ADRC services required under this scope of services are provided.

If the ADRC is physically separate from the aging unit, the ADRC may provide space, telephone, and computer access to an EBS when s/he provides services at the ADRC.

I. Access to Other Public and Private Programs and Benefits

Assisting Customers in Accessing Programs and Benefits

When an individual contacts, or is referred to, the ADRC and appears to be eligible for or interested in receiving public program services or benefits, the ADRC will refer the customer to the appropriate benefit specialist or the local, state, or federal agency responsible for determining the customer's eligibility. Programs and benefits to which customers will be referred include, but are not limited to, Medicaid, Medicare, Social Security, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), SSI Exceptional Expense Supplement (SSI-E), FoodShare, veterans' benefits, mental health services, and other public programs and benefits.

When an individual contacts, or is referred to, the ADRC and appears to be eligible for or interested in receiving private program services or benefits, the ADRC will refer the customer to the appropriate benefit specialist or the private agency responsible for determining the customer's eligibility.

The ADRC will assist customers applying for home and community based long-term care Medicaid consistent with the requirements relating to access to publicly funded long-term care.

Assistance with Medicaid applications not involving access to publicly funded long-term care will be provided as follows:

- i. ADRCs do not have the primary responsibility for assisting with Medicaid applications. The ADRC will provide customers who appear likely to be eligible or want to apply for Medicaid with basic information about how to apply for Medicaid and refer them to the appropriate agency for application assistance, eligibility determination, and enrollment.
- ii. The ADRC will assist customers with the Medicaid application process if the customer is not successful connecting with the local or regional income maintenance agency. The ADRC is not responsible for assisting with Medicaid applications for nursing home residents unless they are relocating to the community.

The ADRC may perform initial SSI-E eligibility determinations and certifications if directed by the county or Tribe for individuals in the ADRC's target populations. For individuals who are enrolled in publicly funded long-term care programs, their MCO or ICA is responsible to assist with the initial eligibility determinations, updates for ongoing eligibility, and

cancellation of eligibility. The ADRC should refer enrolled members and participants back to their MCO or ICA. If an ADRC provides initial SSI-E eligibility determinations it must inform DHS of this as a component of the [ADRC Informational Page](#).

The ADRC will refer customers to appropriate county or Tribal mental health and substance use services but will not provide the Mental Health or Substance Use Functional Screen to determine eligibility for mental health or substance use disorder programs. ADRCs are not responsible for providing intake for mental health or substance use disorder programs.

J. Transitional Services for Youth

1. The ADRC must ensure that youth with disabilities and their families and guardians know that the agency is available to assist with transition from children to adult services. ADRC services of information & assistance, options counseling and disability benefit counseling are available to youth who are age 17 years and 6 months or older.
2. The ADRC must designate staff to be the contact(s) for transition planning and services and participate as needed in any local County Community on Transition (CCoT) team in its service area.

K. Access to Emergency or Crisis Intervention Services (P-03062-17)

1. Recognizing and Responding to Emergencies

The ADRC must be prepared to recognize and respond to emergency situations. All ADRC staff will be trained on how to identify an emergency or crisis during an interaction and apply the agency's emergency procedures.

While ADRCs are expected to recognize and respond to emergencies, they are not emergency service providers.

2. Connecting Individuals to Emergency Service Providers

During business hours, ADRC staff will follow protocols established by the 911 service, crisis intervention service, or other emergency resources in the community to ensure that customers are connected promptly with the appropriate providers of emergency services when a situation involving immediate risk is identified.

After hours phone calls shall be answered, at a minimum, with a message instructing callers about who to contact in case of emergency (e.g., 911).

ADRC staff will also be trained on the 988 service and make referrals when appropriate.

L. Access to Adult Protective Services

1. Identifying Customers Who Need Services

All ADRC staff must know the warning signs and must identify ADRC customers who may be at risk of abuse, neglect, self-neglect, or financial exploitation and who need adult protective services (APS).

2. Prohibition on Use of ADRC Funds to Pay for Elder Adults/Adults-at-Risk and APS Services

ADRCs that are organizationally part of county government may provide Elder Adults/Adults at Risk and APS services but may not use ADRC grant funds for these services. ADRC grant funds may not be used to pay for APS or elder adult/adults-at-risk call lines, investigations, annual reviews of protective placements (Watts Reviews), supervision of APS staff, or any other elder adults/adults-at-risk or APS service that is not specifically identified in the ADRC scope of services. Positions that have both ADRC and APS responsibilities must comply with the requirements for shared positions contained in the organizational structure section (P-03062-12) of the ADRC operations manual and the requirements of the Conflict of Interest policy (P-02923-03).

M. Customer Rights, Advocacy, and ADRC Advocacy

1. Informing People of Their Rights and Responsibilities

The ADRC must inform customers of their rights and responsibilities, including their rights to ombudsman services, in ways that they can understand and use. The ADRC must also provide customers DHS information, as applicable, on the rights an individual has for long-term care services and benefits, rights to self-advocate, and available independent advocacy services.

2. Helping People Resolve Disputes and Referring Them to Advocates

The ADRC will assist customers when they need help in understanding how to resolve service system disputes or violation of rights grievances. The ADRC will link customers with appropriate advocacy resources, including, but not limited to, elder and disability benefit specialists, Board on Aging and Long Term Care Ombudsman, the Family Care/IRIS Ombudsman at Disability Rights Wisconsin, independent living centers, aging units, mental health and substance use disorder advocates, the Title VII Client Assistance Program, volunteer and peer support, and other state or local organizations that provide advocacy for older people and adults with disabilities, where available.

3. Cooperation with Client Advocates

The ADRC will cooperate with any advocate selected by a long-term care program participant, including the Board on Aging and Long-Term Care Ombudsman and the Family Care and IRIS Ombudsman Program. Any information sharing with client advocates will be consistent with the DHS Confidentiality Policy (P-02923-06).

4. ADRC Advocacy (add pub # and link)

ADRCs will advocate for individuals and groups within their target populations when needed services are not adequately provided. This may include helping individuals navigate barriers or working with partners and systems to address service gaps and improve access or quality.

5. Lobbying

Lobbying is defined as seeking to influence or persuade a politician or public official on an issue. ADRCs are subject to federal restrictions on lobbying under 31 U.S.C. § 1352. In addition, state ADRC funding may not be used for lobbying activities. Lobbying activities are distinct from advocacy activities, which are required of ADRCs under Wisconsin statute and administrative code. Community Needs Identification.

6. Identifying Unmet Needs

The ADRC will assess and identify unmet needs within its target populations, including subgroups that are unserved or underserved. This includes determining which services, facilities, or funding sources are lacking or insufficient. The findings from this analysis—conducted in partnership with the ADRC’s governing board—will guide and prioritize the ADRC’s outreach, education, prevention, and advocacy efforts to better address those gaps.

III. Optional Services

Use of ADRC grant funds to provide the services described in this section is allowed when staff and financial resources permit and all the ADRC core services required under the terms of this scope of services and the ADRC operations manual are being provided at a level necessary to meet demand.

A. Health Promotion, Prevention, and Early Intervention Services

The ADRC may provide health promotion, prevention, and intervention services if funding and staff resources are available. These services may include educating communities on prevention of disabling conditions; screening and other health promotion, prevention, and early intervention events and activities as part of its marketing, outreach, and public education program; or the provision of evidence-based or other health promotion, prevention, and early intervention programs and activities.

ADRCs may use Older Americans Act and other alternative funding sources to support its health promotion, prevention, and intervention activities, so long as these do not create a conflict of interest or appearance of bias.

B. Short-Term Service Coordination

ADRCs may provide short-term service coordination to the extent that financial and personnel resources permit and when its provision does not interfere with the ADRC’s ability to provide all other services required under this scope of services, consistent with the DHS Short-Term Service Coordination Policy (P-02923-04).

Subject to the limitations described above, short-term service coordination will be provided to assist customers and their families in managing complex and immediate needs when the

customer cannot manage the situation, other ADRC services are insufficient to deal with the situation, and the person cannot be enrolled into a publicly funded long-term care program. Through short-term service coordination, the ADRC will address the immediate concern, attempt to stabilize the customer's situation, and either enable the customer to manage on their own or set them up with the needed support.

The short-term services coordination requirements and policy do not apply to the Dementia Care Specialist, Elder Benefit Specialist, and Disability Benefit Specialist programs.

C. Community Health Worker Model

ADRCs may choose to implement a community health worker (CHW) model within their agency. This model will address the health, safety, and socioeconomic wellbeing of older adults, people with disabilities, and their caregivers that have been disproportionately impacted by health disparities.

D. Other Programs or Services as Reviewed and Approved by DHS

ADRCs may identify programs or services that meet a specific need in their community, including but not limited to, addressing issues of service access and health equity. To the extent that financial resources and personnel resources exist, ADRCs may submit a proposal to their regional quality specialist for review and consideration.

IV. Organizational and Procedural Standards (P-03062-12)

A. ADRC Name

The ADRC must use the name approved in their application by DHS.

B. Director

1. Single Director

An ADRC must have a single director responsible for ADRC operations and management, as outlined in the ADRC Operations Manual. The director must dedicate at least 50% of their time to ADRC responsibilities, whether the ADRC serves a single county or multi-county region, and regardless of the title assigned to the position.

Wis. Stat. §46.82(5) requires a full-time aging unit director. In an ADRC that is integrated with an aging unit, the aging unit director may also serve as the ADRC director, provided all ADRC operational requirements are met.

2. Director Qualifications

The director must have a Bachelor of Arts or Science degree and at least one year of experience working with one or more of the client populations of the ADRC. In addition, the director must have thorough knowledge and understanding of:

- The mission and values of the ADRC.
- The principles of customer service.
- All the target populations served by the ADRC.
- The requirements for ADRCs contained in this scope of services.

- The functions and procedures of the ADRC.
- The budget process, financial management, personnel process, principles of supervision, and other key management functions.

C. Administrative Framework

1. Overall Organization

The organization of the ADRC must support the independent identity of the ADRC. Staffing levels, responsibilities, and lines of authority within the ADRC must be clear, understandable, and support the mission of the ADRC.

2. Organization Chart

The ADRC must maintain organizational charts that describe its organizational structure, areas of responsibility, and reporting relationships. The organizational charts will describe the placement of the ADRC within any larger organization of which it is a part and the ADRC's relationship to its governing board.

3. Organizational Independence from Managed Care Organization, IRIS Consultant Agency, or Fiscal Employer Agency

The ADRC must be organizationally separate and independent from any managed care organization (MCO), IRIS consultant agency (ICA) or fiscal employer agency (FEA) and must meet all state and federal requirements for organizational independence from any MCO per 42 CFR 438.810. In order to meet federal requirements and assure federal financial participation in funding of the family care benefit, an entity may not directly operate both an ADRC and a MCO, per Wis. Stat. § 46.285.

4. Reporting Changes to DHS

ADRCs making significant changes to their administrative framework must report these changes to DHS in advance of the change taking place. Changes that must be reported include any of the following:

- Organizational placement of the ADRC within county government.
- Organizational placement of another county department within the ADRC (i.e., Aging integration).
- Changes to the program areas that the ADRC Director is responsible for managing that fall outside of this scope.
- Changes in the composition or structure of the governing board.

ADRCs must report these changes to their assigned regional quality specialist no less than 60 days in advance.

D. Organizational Structure (P-03062-12)

The ADRC is responsible for maintaining knowledgeable staff. The ADRC must adequately staff the organization to ensure the expertise required for the provision of quality services and to foster a consistent public and organizational identity for the ADRC.

- a. Full-Time ADRC specialist position. The ADRC must have at least one full-time position, wholly within the ADRC, which provides information and assistance as

its primary job responsibility. This position may also provide options counseling, eligibility, and enrollment functions.

- b. All staff that provide options counseling must successfully complete required DHS training and certification for options counseling.
- c. At a minimum, one Elder Benefit Specialist (EBS) position must be full-time consistent with DHS standards for the EBS program.
- d. At a minimum, each ADRC will staff at least one half-time Disability Benefit Specialist (DBS).
- e. At a minimum, each ADRC will maintain Dementia Care Specialist (DCS) staffing as outlined in the chart in Appendix A of this document.
- f. At a minimum, each ADRC will have at least one ADRC specialist providing information and assistance at the ADRC certified by Inform USA (formerly named Alliance of Information and Referral Systems (AIRS)) as a Community Resource Community Resource Specialist - Aging/Disability (CRS-A/D).
- g. ADRC staff must be a minimum of .5 FTE. ADRCs may submit a Request for a Waiver of the .5 Full-Time Equivalent Requirement for ADRC Staff (F-00054D) to Office for Resource Center Development Team mailbox. Approval of waiver requests is discretionary. DHS is not obligated to approve a request for a waiver of the .5 FTE requirement.
- h. ADRC staff that provide information and assistance services, long-term care options counseling, benefits counseling, enrollment or disenrollment counseling, functional eligibility determination, serve in the capacity of the dementia care specialist, supervise any of these activities, or the director are required to meet the following education and experience requirements, which are derived from Wis. Admin. Code § DHS 10.23(5)(b)2a:
 - i. A Bachelor of Arts or Science degree or a license to practice as a registered nurse in Wisconsin pursuant to s. 441.06, and;
 - ii. The equivalent of at least one year of full-time experience in a health or human service field, working with one or more of the client populations served by the ADRC. Qualifying work experience may be paid or unpaid, including internships, field placements, and volunteer work.
 - iii. Dementia Care Specialists must have a minimum of one year experience in a health or human service field and/or in a care setting working with people living with dementia or their caregivers. Qualifying work experience may be a combination of paid and unpaid (volunteer) experience.

An agency may impose additional hiring criteria beyond these DHS requirements.

DHS acknowledges that applicants who do not have the requisite education and/or experience described above may possess other skills or experiences that meet the needs of the local community and agency. Wis. Admin. Code § DHS 10.23(5)(b)2c allows DHS to approve the hiring of an individual with other experience and/or training based on a plan for providing formal and on-the-job training to develop the required expertise.

ADRCs must obtain approval from DHS to hire an individual who does not meet the education and/or experience requirements through submission of a Request for Approval of Alternative Staff Experience and/or Training (F-00054). The ADRC must receive DHS approval of the request before making a job offer to the individual.

E. Quality Assurance/Quality Improvement Process

1. Internal Quality Assurance and Improvement Plan

ADRCs will develop and implement a written quality assurance and improvement plan designed to ensure and improve outcomes for its customer populations. The plan must be approved by DHS and will include at least all the following components:

- a. *Policies and Procedures Designed to Ensure Quality.* The ADRC must establish policies and procedures to ensure:
 - i. Knowledgeable and skilled staff.
 - ii. Quality information and assistance.
 - iii. Quality options counseling.
 - iv. Quality enrollment counseling.
 - v. Long-term care functional screen accuracy and consistency.
 - vi. Protection of applicant rights.
 - vii. Effective process for considering and acting on complaints and resolving grievances of applicants and other persons who use ADRC services in accordance with DHS policies.
 - viii. Services to minority, rural, and institutionalized populations.
 - ix. Quality benefit specialist services; and
 - x. Comprehensive collection and review of customer contact data.
- b. *Plan for Monitoring and Evaluating Performance.* The ADRC must establish goals and indicators for measuring the quality and effectiveness of its performance and procedures for evaluating and acting on the results, including:
 - i. Identification of performance goals specific to the needs of the ADRC's customers, including any goals specified by DHS.
 - ii. Identification of objective and measurable indicators of whether the identified goals are being achieved, including any indicators specified by DHS.
 - iii. Identification of timelines within which goals will be achieved.

- iv. Description of the process that the ADRC will use to gather feedback from the ADRC's customers and staff and other sources on the quality and effectiveness of the ADRC's performance.
- v. Description of the process the ADRC will use to monitor and act on the results and feedback received.
- vi. Description of the process the ADRC will use for reporting findings on these measurements to its governing board and to DHS.

2. Quality Improvement Activities

ADRCs will engage in and document continuous quality improvement activities as required by DHS. At least one focused performance improvement project is required annually to improve ADRC quality and customer satisfaction. This may include, but is not limited to:

- a) A new project, program or service that was developed
- b) An adaptation to an existing project, program, or service
- c) The development of a new partnership or strengthening of an existing relationship
- d) An innovation
- e) Initiatives developed or adapted to improve customer service or programs

3. Cooperation with External Reviews and Evaluations

ADRCs must cooperate with any review or evaluation of ADRC activities by DHS, another state agency, the federal government, or their subcontractors.

F. Emergency Preparedness and Response (P-03062-17)

The ADRC must identify and plan for its role in natural disasters and other emergencies, including its roles in emergency preparedness planning, response, and recovery. This includes being knowledgeable about and participating in local incident command structure, including but not limited to those within public health and emergency management operations.

The ADRC must engage in planning activities to prevent or minimize service disruption in the event of a natural disaster or other emergencies.

The ADRC must have available the equipment necessary to operate remotely should a natural disaster or other emergencies require alternative work location(s).

With DHS approval, temporary modifications may be made to the requirements under this scope of services in the case of a natural disaster or other emergencies, including, but not limited to, service delivery and permissible uses of ADRC grant funds.

ADRC services should be considered essential. ADRCs should make efforts to identify employees and contractors necessary for the provision of these services during a natural disaster or other emergency.

G. Reporting and Records

1. Required Documents and Reports

The ADRC must submit the following documents and reports to DHS in accordance with the following provisions:

- a. *Reports to Claim Federal Medicaid Match.* Staff of the ADRC and its subcontractors will complete daily activity logs, known as 100% time and task reports, using the format provided and required by DHS for the purpose of claiming Medicaid administration match for eligible ADRC services. ADRCs are required to submit monthly 100% time and task reports to DHS by the 20th of the month following the time report month (e.g., January's 100% time and task report must be submitted by February 20th) or the first business day thereafter when the 20th falls on a weekend or holiday. Detailed instructions for completing 100% time and task reporting can be found in the [ADRC Operations Manual \(P-03062-10\)](#)
- b. *Activity Reports.* The ADRC must report data to DHS's reporting and case management system. Reporting requirements can be found in the ADRC Operations Manual.
- c. *Governing Board Minutes and Agendas.* The ADRC will send agendas and supporting materials, including minutes of prior meetings when available, to its assigned regional quality specialist in advance of its governing board meetings.
- d. *Monthly Expenditure Report on DMT Electronic Form F-00642.* The ADRC will report monthly expenditures electronically to DHS at: dhs600rcars@dhs.wisconsin.gov on the DMT Form F-00642 at <https://www.dhs.wisconsin.gov/gears/index.htm> in accordance with the applicable DHS instructions for the completion and submission of these forms.
- e. *Annual Expenditure Report.* The ADRC must submit an annual expenditure report using the standard report form provided by DHS. The ADRC will submit the annual expenditure report as requested by DHS. The ADRC will be able to report expenses specific to their Dementia Care Specialist program, upon request.
- f. *ADRC Annual Update.* The ADRC will annually submit information for the ADRC Annual Update using the [Annual Update Checklist \(F-02888\)](#) and SharePoint process and procedures established by DHS. This report contains information on staffing, organization, contact information and service area leads, budget and other information requested by DHS.

2. Where and When to Submit Reports and Other Required Materials

Unless otherwise specified, reports and other materials are to be submitted electronically to the [Office for Resource Center Development Team mailbox](#).

3. Participation in Data Collection Efforts

The ADRC will provide data requested by DHS to profile the ADRC's customers and services or to evaluate the quality, effectiveness, cost, or other aspects of the services it provides.

4. Privacy

The ADRC will share with DHS any record, as defined in Wis. Stat. § 19.32 (2), of the ADRC, even one that contains personally identifiable information, as defined in Wis. Stat. § 19.62 (5) Stats., necessary for DHS to administer the program under Wis. Stat. §§ 46.2805 to 46.2895, or as otherwise required by federal or state law or administrative rules. No data collection effort will interfere with a person's right to receive information anonymously. No data collection effort will interfere with the efficient and respectful provision of information and assistance.

5. Records Retention

The ADRC will retain records and dispose of records consistent with applicable county, state, and federal regulations, policies, and guidelines. The forms requirement for records retention is 10 years. Financial records must be kept at least three years after the close of an audit. Please refer to the [Public Records Board for Statewide General Records Schedules](#).

6. Accurate, Complete, and Timely Submission

The ADRC must comply with all reporting requirements established by DHS and assure the accuracy and completeness of the data and its timely submission. The data submitted must be supported by records available for inspection or audit by DHS. The ADRC will have a contact person responsible for the data reporting who is available to answer questions from DHS and resolve any issues regarding reporting requirements.

V. Contract Management

A. Required Plans (P-03062-12)

The ADRC must develop and maintain plans, policies, and procedures consistent with the requirements contained in this scope of services, following the formats and within the timeframes specified by this scope of services or otherwise agreed to by DHS.

ADRC plans, policies, and procedures and all services provided by the ADRC shall comply with all applicable state and federal requirements.

The following plans are required under this scope of services. Requirements for these plans are contained in the relevant sections of this scope of services.

- Quality Assurance and Improvement Plan
- Regional Management Plan (for regional ADRCs only)
- Dementia Care Specialist Program Work Plan

B. Fiscal Management (P-03062-16)

1. Use of ADRC Grant Funds

ADRC grant funds may only be used in support of those services that are either required in this scope of services or specifically identified as eligible for ADRC funding if all other service requirements are being met. Any other services provided by the ADRC must be funded from other sources and these sources shall be identified in the budget.

ADRCs awarded a contract are required to adhere to the fiscal management requirements described in the fiscal management manual. Fiscal management and oversight are the responsibility of the ADRC director. ADRCs may choose to have fiscal management or support staff assist with fiscal activities such as monthly reporting and claiming.

C. Subcontracts

1. Requirements for Subcontracts

Subcontracts must clearly identify all parties to the subcontract, describe the scope of services to be provided, include any requirements of this scope of services that are appropriate to the service(s), and define any terms that may be interpreted in ways other than what the ADRC intends.

2. Responsibility of Parties to the Contract

The prime contractor (i.e., the ADRC) is responsible for contract performance when subcontractors are used. Subcontractors must agree to abide by all applicable provisions of this scope of services. The prime contractor maintains fiscal responsibility for its subcontracts, which includes reporting expenses associated with the subcontract to DHS. DHS should not be named as a party to a subcontract.

3. Subcontracts Available for DHS Review

The ADRC must make all subcontracts available for review by DHS on request.

D. Performance

1. Performance Consistent with Requirements of this Scope of Services

The ADRC must perform all the services required under this scope of services and statewide policies in a professional manner. The ADRC must maintain the policies, procedures, plans, and agreements required under this scope of services and will make them available for DHS inspection upon request.

2. Performance Consistent with Requirements in the ADRC Operations Manual

The ADRC must comply with requirements contained in the ADRC Operations Manual (P-03062). The ADRC Operations Manual contains both requirements and best practice information. ADRCs are encouraged, but not required, to follow the best practices identified in the ADRC Operations Manual.

3. Failure to Meet Requirements of this Scope of Services

ADRCs which fail to meet the provisions of this scope of services will be subject to a sequential process that may include development of a plan of correction, fiscal or non-

fiscal enforcement measures, or termination of the grant agreement, as determined by DHS.

4. Performance of Terms during Disputes

The existence of a dispute notwithstanding, both parties agree to continue without delay to carry out all their respective responsibilities under this agreement not affected by the dispute and the ADRC further agrees to abide by the interpretation of DHS regarding the matter in dispute while the ADRC seeks further review of that interpretation.

5. Performance of Terms during Dissolution

The ADRC agrees to carry out all their responsibilities under this agreement should the ADRC decide to dissolve. The ADRC will be responsible for meeting all the requirements under this scope until another acceptable entity is prepared to begin providing services as described.

All regional ADRCs and ADRCs that are considered a full partner with a Tribe must have a dissolution and transition plan that details the process and timelines for dissolution. The ADRC Dissolution Planning Checklist (F-00052D) is a useful tool for this purpose.

Should an ADRC or any county or Tribe within ADRC region choose to dissolve, change, or reorganize its service area, it is required to provide notice to DHS a minimum of six months in advance of the change. If an ADRC, or any county or Tribe within the ADRC's region, wishes to dissolve, change, or reorganize its service area, it is encouraged to submit a Notice of Intent to Submit an Application (F-00053) to DHS at its earliest convenience and it must submit a new ADRC Application (F-00052) to DHS for approval at least six months prior to the proposed change.

Appendix A: Minimum Dementia Care Specialist Staffing Requirements for Calendar Year 2026

Agency Name	Minimum Number of FTE Positions
ADRC of Adams County	0.5
ADRC of Barron and Rusk Counties	1
ADRC of Brown County	1
ADRC of Buffalo and Pepin Counties	1
ADRC of Calumet County	0.5
ADRC of Central Wisconsin	2
ADRC of Chippewa County	0.5
ADRC of Clark County	0.5
ADRC of Columbia County	0.5
ADRC of Dane County	1.45
ADRC of Dodge County	1
ADRC of Door County	0.5
ADRC of Douglas County	0.5
ADRC of Dunn County	0.5
ADRC of Eagle County	1.5
ADRC of Eau Claire County	1
ADRC of Florence County	0.5
ADRC of Fond du Lac County	0.5
ADRC of Grant County	0.5
ADRC of Green County	0.5
ADRC of Green Lake County	0.5
ADRC of Iowa County	0.5
ADRC of Jackson County	0.5
ADRC of Jefferson County	1
ADRC of Kenosha County	1
ADRC of La Crosse County	1
ADRC of Marinette County	1
ADRC of Marquette County	0.5
ADRC of Milwaukee County	3.3
ADRC of Monroe County	0.5
ADRC of Northwest Wisconsin	1
ADRC of Oneida County	0.5
ADRC of Outagamie County	0.5

Agency Name	Minimum Number of FTE Positions
ADRC of Ozaukee County	1
ADRC of Pierce County	1
ADRC of Portage County	1
ADRC of Racine County	0.5
ADRC of Rock County	1
ADRC of Sauk County	0.5
ADRC of Sheboygan County	0.5
ADRC of St. Croix County	1
ADRC of the Lakeshore	1
ADRC of Lafayette County	0.5
ADRC of the North	2.5
ADRC of the Northwoods (Forest County)	0.5
ADRC of the Wolf River Region	1.5
ADRC of Taylor County	0.5
ADRC of Trempealeau County	0.5
ADRC of Vernon County	0.5
ADRC of Vilas County	0.5
ADRC of Walworth County	0.5
ADRC of Washburn County	0.5
ADRC of Washington County	0.5
ADRC of Waukesha County	1
ADRC of Waupaca County	0.5
ADRC of Waushara County	0.5
ADRC of Winnebago County	1

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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

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.

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
For <i>(Name of Vendor)</i>	Unique Entity Identifier (UEI), <i>if applicable</i>	

Department of Health Services

State of Wisconsin

Division of Enterprise Services

F-03400 (07/2025)

Attestation of Filing Assurance of Compliance (Form HHS 690)

As a condition of receiving new or continued federal funding from the U.S. Department of Health and Human Services (HHS), on or after April 16, 2025, domestic recipients, subrecipients, and contractors must file an Assurance of Compliance ([Form HHS 690](#)) with the HHS Office for Civil Rights (OCR).

This filing requirement aligns with Executive Order (E.O.) 14173 "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," which affirms, amongst other things, that contractual counterparties or grant recipients of federal funds must certify that it does not operate programs that violate any applicable Federal anti-discrimination laws.

In alignment with HHS policy, DHS, as the recipient of HHS funds, must ensure that all subrecipients and contractors receiving federal HHS funds through DHS attest that they have submitted Form HHS 690 to OCR.

HHS reserves the right to terminate financial assistance awards and claw back all funds if the recipients, during the term of this award, operate any program in violation of Federal anti-discriminatory laws or engages in prohibited boycott. Per the [HHS Grants Policy Statement](#), domestic recipients, subrecipients, and contractors are subject to these conditions.

By signing below, you certify that your organization has submitted Form HHS 690 to the HHS Office of Civil Rights.

Signature — Official Authorized to Sign Application:

_____ Date signed: _____

For (Name of Subrecipient or Contractor) (printed):

_____ Date signed: _____

The HHS grants policy statement includes a required certification of compliance with Executive Order 14168 (Gender Ideology EO). To the extent that HHS attempts to require Dane County to comply with this as a State of Wisconsin subrecipient, this condition has been enjoined in *King County, et al. v. Turner, et al.*, 2:25-cv-00814-BJR (W.D. Wash.) (August 12, 2025), in which Dane County is a Plaintiff. In the August 12, 2025 Order for preliminary injunction, the U.S. District Court enjoined HHS and its operating divisions and agencies from “imposing or enforcing” the grant conditions referenced in the District Court’s Order or any materially similar new conditions at any stage of the grant-making process, as well as from requiring the plaintiffs to make any “certification” of other representation related to compliance with such conditions, among other conditions. In reliance on the District Court’s Order, Dane County’s acceptance of this grant, submission of invoices, and any future draw-downs in no way reflect acceptance of the condition enjoined in *King County v Turner*. Dane County objects to such condition as vague, unlawful, and unconstitutional, and does not consent to such condition. By virtue of the PI and for so long as the PI or a subsequent order remains in effect, any such nominal reference to the restrained condition shall not result in this condition being imposed or enforced against Dane County even if the text of the inoperative condition remains in the documents executed by Dane County, or incorporated by reference via any digital signature platform, or via any submittal portal, of any kind whatsoever, that may be operated or utilized by HHS.

Certificate Of Completion

Envelope Id: 656CCC2B-3415-4D51-94B1-180EBA640FE5 Status: Sent
 Subject: *RESEND* MP - Dane Co ADRC - Aging & Disability Resource Center Grants- CY 2026 - 435100-G26-13-25 X
 Source Envelope:
 Document Pages: 52 Signatures: 1 Envelope Originator:
 Certificate Pages: 6 Initials: 0 Yvette Smith
 AutoNav: Enabled 201 East Washington Avenue
 Envelopeld Stamping: Enabled Madison, WI 53703
 Time Zone: (UTC-06:00) Central Time (US & Canada) yvettea.smith@dhs.wisconsin.gov
IP Address: 136.226.109.72

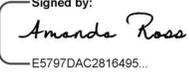
Record Tracking

Status: Original Holder: Yvette Smith Location: DocuSign
 1/13/2026 1:44:12 PM yvettea.smith@dhs.wisconsin.gov
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: DHS Location: Docusign

Signer Events

Amanda Ross
 amandal.ross@dhs.wisconsin.gov
 Paralegal
 Department of Health Services
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 E5797DAC2816495...
 Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.60.58

Timestamp

Sent: 1/13/2026 1:45:27 PM
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Melissa Agard
 contracts@danecounty.gov
 Dane County Executive
 Security Level: Email, Account Authentication (None)

Sent: 1/20/2026 9:26:03 AM

Electronic Record and Signature Disclosure:

Accepted: 1/15/2026 11:12:13 AM
 ID: a204099f-56fd-46d1-83cf-4241d5a600ff

Anna Benton
 anna.benton@dhs.wisconsin.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
<p>DPH - BADR Fiscal DHSBADRFiscal@dhs.wisconsin.gov DHS BADR Fiscal Inbox Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 1/13/2026 1:45:27 PM
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<p>Jennifer Fischer fischer@countyofdane.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 1/20/2026 9:26:03 AM
<p>Spring Larson Larson.spring@danecounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 1/20/2026 9:26:03 AM
Witness Events	Signature	Timestamp

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Envelope Summary Events		
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