

Dane County Contract Cover Sheet

Revised 07/2023

BAF # 25314
Acct: Bush
Mgr: NA
Budget Y/N: N

Res 247
significant

Dept./Division	Dept. of Human Services/ADMIN, DAS & BH		
Vendor Name	State of WI, Dept. of Health Services	MUNIS #	9474
Brief Contract Title/Description	WI DHS Grant Agreement - 2026 State County Grant Award for social services and community programs		
Contract Term	1/1/2026 - 12/31/2026		
Contract Amount	\$ 21,462,933.00		

Contract # Admin will assign	16015
Type of Contract	
☐	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☒	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	SprContract Coordination Assistant	Name	
Phone #	608-242-6200	Phone #	
Email	dcdhscontracts@countyofdane.com	Email	DHSContractCentral@dhs.wisconsin.gov
Purchasing Officer			

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

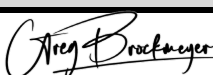
MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
☐	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	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	RES 2025-247
	☐ A copy of the Resolution is attached to the contract cover sheet.	Year	

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☒ Modifications and reviewed by: SHR as modified with King County attachment	☐ Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 11.24.25 as modified with Ki

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 11/25/25	Date Out: _____
☒ Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, November 25, 2025 9:16 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16015
Attachments: 16015cover.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/25/2025 9:17 AM	Approve: 11/25/2025 9:17 AM
	Rogan, Megan	Read: 11/25/2025 9:18 AM	Approve: 11/25/2025 9:19 AM
	Cotillier, Joshua	Read: 11/25/2025 9:27 AM	Approve: 11/25/2025 9:28 AM
	Oby, Joe		

I did not attach the actual contract...it has been reviewed by Susan Rauti at Human Services (she actually made some additions that the state has incorporated). The file is 133 pages so it's too large for me to send via email. If you want to actually view it, I'll need to figure out how to send it via ShareFile.

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

Contract #16015
Department: Human Services
Vendor: WI Dept of Health Services
Contract Description: 2026 State County Grant Award for social services & community programs (Res 247)
Contract Term: 1/1/26 – 12/31/26
Contract Amount: \$21,462,933.00

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.

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435SCA-G26-13-10**

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:

The following revisions were approved by OLC and incorporated into the 2026 State-County Grant Award Contract:

Preamble language "DHS and the Grantee acknowledge that funding for the activities under the Agreement relies in part on funding from federal agencies that has not been received by DHS at the effective date of the Agreement; to the extent the Grantee performs functions relying on such funding before being informed that DHS has received the funding, they do so at their own risk. "

Signature block updated

Updates to Section 5 (G) & (H)

Updates to Section 7 (G)

Affirmative Action Language stricken per Maura Flaherty

Updates to Section 20, "DHS reserves the right to cancel any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement."

Funding Controls added to Section 37

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.

DocuSigned by:

Cody Wagner

31F480248CEC464...

Name: Cody Wagner

Title: Office of Legal Counsel

11/24/2025

Date Signed



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Dane County DSS/HSD/CAA
for
2026 State and County Grant Award Contract
Covering Social Services and Community Programs

DHS Grant Agreement No.: **435SCA-G26-13-10**

Agreement Amount: \$21,462,933.00

Agreement Term Period: 1/1/2026 to 12/31/2026

GEARS Pre-Packet No: 1846

DHS Division: Division of Enterprise Services

DHS Grant Administrator: Bureau of Procurement and Contracting, Contracting Section

DHS Email: DHSContractCentral@dhs.wisconsin.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 and the Grantee acknowledge that funding for the activities under the Agreement relies in part on funding from federal agencies that has not been received by DHS at the effective date of the Agreement; to the extent the Grantee performs functions relying on such funding before being informed that DHS has received the funding, they do so at their own risk. 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

Melissa Agard

Title

Dane County Executive

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., P.O. Box 7850, Madison, Wisconsin 53707-7850.
- B. The Grantee is: Dane County DSS/HSD/CAA
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).

4.1 List of Exhibits

- Exhibit 1: Provision of Services and Programs
- Exhibit 2: Human Service Programs
- Exhibit 3: 2026 State County Grant Award Programs
- Exhibit 4: Dane County Reservation of Rights

5. 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. Grantee shall not report costs for activities that rely on federal funds that have not been received by DHS. Payments will not be made by DHS for activities that rely on federal funds that have not been received by DHS.
- H. If DHS determines that payments were made that exceeded allowable costs or were made for activities that rely on federal funds that have not been received by DHS, 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.

6. 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.

7. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this 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-ECFR031321e29ac5bbd/section-200.332>
- G. As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. § 791 et. seq.), specifically Sections 504 and 508, Section 1557 of the Affordable Care Act (42 U.S.C. § 18116 et. seq.), and the Nondiscrimination in Healthcare Programs and Activities Rule (89 F.R. 37522) published on April 24, 2024, the Grantee must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) are accessible to people with disabilities. To meet those regulations, the Grantee must adhere to the Web Content Accessibility Guidelines (WCAG) 2.1 in the fulfillment of the Contract.
- H. Contract Provisions for Non-Federal entity contracts under Federal awards are subject to 2 CFR Part 200 Appendix II.

8. AFFIRMATIVE ACTION

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

9. 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.

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

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

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the 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
201 E. Washington Ave., Room E200B
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
201 E. Washington Ave., Room A200
P.O. Box 7850
Madison, WI 53707-7850
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.

10. 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, 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.

- 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** 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.

11. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Grantee 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.

12. 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.

13. 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.

14. 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>).

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.

The Grantee may terminate the Agreement after providing DHS 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.

21. 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.

22. 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.

23. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **March 25th, 2027**, 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. ASSIGNMENT

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

29. 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.

30. 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.

31. 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.

32. MULTIPLE ORIGINALS

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

33. 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.

34. 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.

35. FEDERAL AWARD INFORMATION

DHS Profile Number	515	515	520	544
FAIN	B08TI088138	B09SM090370	B08TI088138	B08TI088138
Federal Award Date	9/29/2025	7/30/2025	9/29/2025	9/29/2025
Sub-award period of Performance Start Date	1/1/2026	1/1/2026	1/1/2026	1/1/2026
Sub-award period of Performance End Date	12/31/2026	12/31/2026	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	\$-	\$-	\$222,691	\$-
Amount of Federal Funds obligated	\$-	\$-	\$222,691	\$-
Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant	Block Grants for Community Mental Health Services	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant
Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services	U.S. Department of Health & Human Services	U.S. Department of Health & Human Services	U.S. Department of Health & Human Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge			
DHS Awarding Official Contact Information	dhscontractcentral@dhs.wisconsin.gov			
Assistance Listings Number	93.959	93.958	93.959	93.959
Assistance Listings Name	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Community Mental Health Services	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total made available under each Federal award at the time of disbursement	\$28,364,971	\$14,932,542	\$28,364,971	\$28,364,971
R&D?	No	No	No	No
Indirect Cost Rate	5.00%	5.00%	5.00%	5.00%

DHS Profile Number	545	546	570	550
FAIN	B08TI088138	B08TI088138	B08TI088138	H181A250014
Federal Award Date	9/29/2025	9/29/2025	9/29/2025	7/1/2025
Sub-award period of Performance Start Date	1/1/2026	1/1/2026	1/1/2026	1/1/2026
Sub-award period of Performance End Date	12/31/2026	12/31/2026	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	\$370,894	\$117,125	\$162,673	\$438,864
Amount of Federal Funds obligated	\$370,894	\$117,125	\$162,673	\$438,864
Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant	INFANT, TODDLERS & FAMILIES (PART C)
Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services	U.S. Department of Health & Human Services	U.S. Department of Health & Human Services	Department of Education: Office of Special Education and Rehabilitative Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge			
DHS Awarding Official Contact Information	dhscontractcentral@dhs.wisconsin.gov			
Assistance Listings Number	93.959	93.959	93.959	84.181
Assistance Listings Name	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse	Special Education-Grants for Infants and Families
Total made available under each Federal award at the time of disbursement	\$28,364,971	\$28,364,971	\$28,364,971	\$8,053,062
R&D?	No	No	No	No
Indirect Cost Rate	5.00%	5.00%	5.00%	6.30%

DHS Profile Number	569	561	561	589
FAIN	B09SM090370	2501WISOSR	2501WISOSR	B09SM090370
Federal Award Date	7/30/2025	11/19/2024	11/19/2024	7/30/2025
Sub-award period of Performance Start Date	1/1/2026	1/1/2026	1/1/2026	1/1/2026
Sub-award period of Performance End Date	12/31/2026	12/31/2026	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	\$160,098	\$1,157,628	\$1,157,628	\$-
Amount of Federal Funds obligated	\$160,098	\$1,157,628	\$1,157,628	\$-
Federal Award Project Description	Block Grants for Community Mental Health Services	Social Services Block Grant	Social Services Block Grant	Block Grants for Community Mental Health Services
Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services	DHHS	DHHS	U.S. Department of Health & Human Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge			
DHS Awarding Official Contact Information	dhscontractcentral@dhs.wisconsin.gov			
Assistance Listings Number	93.958	93.667	93.667	93.958
Assistance Listings Name	Block Grants for Community Mental Health Services	Social Services Block Grant	Social Services Block Grant	Block Grants for Community Mental Health Services
Total made available under each Federal award at the time of disbursement	\$14,932,542	\$27,939,822	\$27,939,822	\$14,932,542
R&D?	No	No	No	No
Indirect Cost Rate	5.00%	6.60%	6.60%	5.00%

DHS Profile Number	878	560300	560300	560300
FAIN	2605WI5ADM	2501WIOASS	2501WIOACM	2501WIOAHD
Federal Award Date	10/1/2025	5/15/2025	5/15/2025	5/15/2025
Sub-award period of Performance Start Date	1/1/2026	1/1/2026	1/1/2026	1/1/2026
Sub-award period of Performance End Date	12/31/2026	12/31/2026	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	Sum-sufficient earned.	\$37,414	\$53,997	\$34,770
Amount of Federal Funds obligated	Sum-sufficient earned.	\$37,414	\$53,997	\$34,770
Federal Award Project Description	FFY26 Medicaid Administration	Older Americans Act Title III - Supportive Services	Older Americans Act Title III - Congregate Meals	Older Americans Act Title III - Home-Delivered Meals
Federal Awarding Agency Name (Department)	U.S. Department of Health and Human Services	Department of Health & Human Services	Department of Health & Human Services	Department of Health & Human Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge			
DHS Awarding Official Contact Information	dhscontractcentral@dhs.wisconsin.gov			
Assistance Listings Number	93.778	93.044	93.045	93.045
Assistance Listings Name	Medical Assistance Program	Special Programs for the Aging_ Title III, Part B_ Grants for Supportive Services and Senior Centers	Special Programs for the Aging_ Title III, Part C_ Nutrition Services	Special Programs for the Aging_ Title III, Part C_ Nutrition Services
Total made available under each Federal award at the time of disbursement	\$76,496,378	\$7,347,025	\$10,050,431	\$6,828,078
R&D?	No	No	No	No
Indirect Cost Rate	6.30%	6.70%	6.70%	6.70%

DHS Profile Number	560300	560338	560340	560355
FAIN	2501WIOAFC	2501WIOASS	2501WIOASS	2501WIOACM
Federal Award Date	5/15/2025	5/15/2025	5/15/2025	5/15/2025
Sub-award period of Performance Start Date	1/1/2026	1/1/2026	1/1/2026	1/1/2026
Sub-award period of Performance End Date	12/31/2026	12/31/2026	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	\$17,286	\$19,564	\$371,711	\$370,812
Amount of Federal Funds obligated	\$17,286	\$19,564	\$371,711	\$370,812
Federal Award Project Description	Older Americans Act Title III - Family Caregivers	Older Americans Act Title III - Supportive Services	Older Americans Act Title III - Supportive Services	Older Americans Act Title III - Congregate Meals
Federal Awarding Agency Name (Department)	Department of Health & Human Services	Department of Health & Human Services	Department of Health & Human Services	Department of Health & Human Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge			
DHS Awarding Official Contact Information	dhscontractcentral@dhs.wisconsin.gov			
Assistance Listings Number	93.052	93.044	93.044	93.045
Assistance Listings Name	National Family Caregiver Support, Title III, Part E	Special Programs for the Aging_ Title III, Part B_Grants for Supportive Services and Senior Centers	Special Programs for the Aging_ Title III, Part B_Grants for Supportive Services and Senior Centers	Special Programs for the Aging_ Title III, Part C_Nutrition Services
Total made available under each Federal award at the time of disbursement	\$3,460,594	\$7,347,025	\$7,347,025	\$10,050,431
R&D?	No	No	No	No
Indirect Cost Rate	6.70%	6.70%	6.70%	6.70%

DHS Profile Number	560355	560360	560510	560520
FAIN	2501WIOACM	2501WIOAHD	2501WIOAPH	2501WIOAFC
Federal Award Date	5/15/2025	5/15/2025	5/15/2025	5/15/2025
Sub-award period of Performance Start Date	1/1/2026	1/1/2026	1/1/2026	1/1/2026
Sub-award period of Performance End Date	12/31/2026	12/31/2026	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	\$370,812	\$366,563	\$30,570	\$170,745
Amount of Federal Funds obligated	\$370,812	\$366,563	\$30,570	\$170,745
Federal Award Project Description	Older Americans Act Title III - Congregate Meals	Older Americans Act Title III - Home-Delivered Meals	Older Americans Act Title III - Preventive Health	Older Americans Act Title III - Family Caregivers
Federal Awarding Agency Name (Department)	Department of Health & Human Services	Department of Health & Human Services	Department of Health & Human Services	Department of Health & Human Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge			
DHS Awarding Official Contact Information	dhscontractcentral@dhs.wisconsin.gov			
Assistance Listings Number	93.045	93.045	93.043	93.052
Assistance Listings Name	Special Programs for the Aging_ Title III, Part C_Nutrition Services	Special Programs for the Aging_ Title III, Part C_Nutrition Services	Special Programs for the Aging_ Title III, Part D_Disease Prevention and Health Promotion Services	National Family Caregiver Support, Title III, Part E
Total made available under each Federal award at the time of disbursement	\$10,050,431	\$6,828,078	\$478,280	\$3,460,594
R&D?	No	No	No	No
Indirect Cost Rate	6.70%	6.70%	6.70%	6.70%

36. 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 Contract.

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
13	Dane County DSS/HSD/CAA	10	1/1/2026	12/31/2026	\$21,462,933.00

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
312	APS-ADULT PROTECTIVE SVCS		-	\$418,585.00	\$418,585.00	6-month
377	CHILDREN'S COP		-	\$2,330,750.00	\$2,330,750.00	6-month
381	ALZHEIMERS FAMILY SUPPORT		-	\$189,580.00	\$189,580.00	6-month
-	-		-	-	-	
516	COMMUNITY MENTAL HEALTH		-	\$1,076,985.00	\$1,076,985.00	3-month
520	COMMUNITY PARTNERSHIPS FOR DIVERSION FROM YOUTH JUSTICE-STATE/CTY CONTRACT	No payment until DHS receives NOA	-	\$222,691.00	\$222,691.00	0-month
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
545	AODA TREATMENT SERVICES	No payment until DHS receives NOA	-	\$370,894.00	\$370,894.00	0-month
546	AODA WOMEN'S TREATMENT	No payment until DHS receives NOA	-	\$117,125.00	\$117,125.00	0-month
550	BIRTH TO THREE INITIATIVE		-	\$898,759.00	\$898,759.00	6-month
567	IDP EMERGENCY FUNDS		-	\$0.00	\$0.00	N/A
569	MENTAL HEALTH BLOCK GRANT	No payment until DHS receives NOA	-	\$160,098.00	\$160,098.00	0-month

570	AODA BLOCK GRANT	No payment until DHS receives NOA	-	\$162,673.00	\$162,673.00	0-month
561	BASIC COUNTY ALLOCATION	January to June Allocation 6 month control	-	\$2,636,965.00	\$2,636,965.00	6-month
561	BASIC COUNTY ALLOCATION	July to December allocation	-	\$8,343,823.00	\$8,343,823.00	N/A
681	STATE/COUNTY MATCH	January to June Allocation	-	\$0.00	\$0.00	N/A
681	STATE/COUNTY MATCH	July to December Allocation	-	\$1,206,096.00	\$1,206,096.00	N/A
-	-		-	-	-	
876	CLTS WAIVER CWA ADMIN	Reporting only profile	-	\$0.00	\$0.00	N/A
877	CLTS WAIVER CWA ADMIN GPR	report to profile 876	-	\$522,946.00	\$522,946.00	6-month
878	CLTS WAIVER CWA ADMIN FED	report to profile 876	-	\$522,946.00	\$522,946.00	N/A
521729	DOMESTIC ABUSE LATER LIFE		-	\$4,753.00	\$4,753.00	4-month
560300	AAA ADMINISTRATION	Enter expenses no payment until DHS receives NOA	-	\$140,655.00	\$140,655.00	0-month
-	-		-	-	-	
560321	STATE AGING UNIT EBS		-	\$55,710.00	\$55,710.00	6-month
560330	SENIOR COMMUNITY SVS PROG		-	\$13,702.00	\$13,702.00	3-month
560338	LEGAL SERVICE TITLE III B	Enter expenses no payment until DHS receives NOA	-	\$19,564.00	\$19,564.00	0-month
560340	TITLE 3B SUPPORTIVE SVS	Enter expenses no payment until DHS receives NOA	-	\$371,711.00	\$371,711.00	0-month
560355	TITLE 3C1 CONG MEAL PROG	2-month control until DHS receives NOA	-	\$939,239.00	\$939,239.00	2-month
560360	TITLE 3C-2 HOME MEALS	1-month control until DHS receives NOA	-	\$408,974.00	\$408,974.00	1-month
					\$21,462,933.00	

37. FUNDING CONTROLS

Funding Controls	Explanation
0-month	Payments through Jun 30 of the contract year are limited to 0/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
1-month	Payments through Jun 30 of the contract year are limited to 1/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
2-month	Payments through Jun 30 of the contract year are limited to 2/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the contract 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 contract 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 contract 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 contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
7-month	Payments through Jun 30 of the contract year are limited to 7/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
8-month	Payments through Jun 30 of the contract year are limited to 8/12th of the contract 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 contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.

PROVISION OF SERVICES AND PROGRAMS

- A. The County agrees that the functions performed and services provided or purchased by the County as specified in this Contract shall be performed in accordance with State statutes and administrative rules, Federal statutes, rules and regulations, and court orders. The services shall meet the requirements of this Contract, the Human Services Reporting System (HSRS) Handbook as updated quarterly, the Division's Numbered Memo Series and Allowable Cost Policy Manual, as set forth in or established by the Department under the authority granted to it by State and Federal statutes, rules and regulations, and court orders. (Division's Numbered Memos and the Allowable Cost Policy Manuals can be viewed on the Department's web site at <http://dhs.wisconsin.gov>.) If the Department proposes a change to the requirements after January 1, 2026, related to the functions performed and services provided or purchased by the County, and the proposed change is not the result of implementation of State and Federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the County, using a single statewide point of contact, will have thirty (30) calendar days to comment to the department on the fiscal impact of the proposed change before the requirement takes effect. The single statewide point of contact may request an extension of the comment period of up to fifteen (15) calendar days. The Department shall consider the fiscal impact on the County before implementing the change in requirements.

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

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

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

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

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

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

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

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

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

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

HUMAN SERVICES PROGRAMS

A. Reconciliation of Human Services Programs:

- i. The terms in this section shall be defined as follows:
 - a. “Basic County Allocation” (BCA) means the budget category of the Department’s Basic County Allocation.
 - b. “Categorical Programs” means one of the budget categories other than the Department’s BCA.
- ii. Human Services Programs listed in the Final Allocation Worksheet located at <http://www.dhs.wisconsin.gov/sca/> are attached to this Contract and will be reconciled as follows:
 - a. The County shall earn monies for the County’s actual expenditures for each categorical program up to the amount in the State Allocation Column for that categorical program. If the County expends more money for a categorical program than the amount the Department has awarded for that program, the over-expenditure shall be treated as if it were expenditure for the Department’s BCA. Each Contract Modification will be treated as a categorical line for earning purposes with any required County match applied to the Department’s BCA.
 - b. All County match funds shall be used to earn State match funds on the Department’s BCA Contract line.
 - c. If the County spends the Department’s BCA in an amount equal to or less than the amount stated on that line (DHS CARS 561) the County shall earn actual expenditures.
 - d. If the County spends the Department’s BCA in an amount greater than the amount stated on that line (DHS CARS 561), the County shall earn all of the Department’s BCA plus one-half of the remaining expenditures up to the amount on the State Match line (DHS CARS 681).

B. Carry-over of Community Aids Funds:

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

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

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

Adults at Risk/Adult Protective Services

It is further understood and agreed by both parties through this attachment to the CY 2026 “State and County Contract Covering Social Services and Community Programs” that:

I. Funding Information

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

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

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

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

III. Fiscal Conditions on Earning of the Funds

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

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

IV. Fiscal and Client Reporting and Billing Conditions

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

- A. Expenditures of all State APS funds must be reported using Report No. F-00642 (05/2023) Grant Enrollment, Application, & Reporting System (GEARS) Expenditure Report, GEARS PROFILE #312
- B. Client and program activity reporting as determined by the department

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

V. Payment Procedures

For Profile ID # 312, payment shall be made in accordance with the State/County contract.

Payments through 06/30/2026 are limited to 6/12th of the contract with the balance paid after 7/1/2026 based on reported costs up to the contract level.

Children's Community Options Program

It is further understood and agreed by both parties through this attachment to the CY 2026 State and County Grant Award Contract for Social Services and Community Programs that:

I. Funds Provided/Period Covered

Funds in the amount identified in this profile appendix are provided for the period beginning January 1, 2026, through December 31, 2026.

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

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

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

The funds shall be apportioned as follows:

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

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

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

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

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

Applicants to and participants in CCOP who file for an appeal under conditions outlined in Chapter 7 of the CCOP Procedures Guide and their representatives with legal authority or a signed release of information have the right to access copies of documents they would like to introduce as an exhibit at a fair hearing. The County shall provide one

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copy of these records at no cost and in a timely manner. The County may recoup the actual cost of providing copies of records under Sub-Allocation B.

III. Fiscal conditions on Earning of the Additional Funds

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

1. Under s. 46.272(9)(c) from the information obtained under s. 46.272(9)(b), the County shall determine the amount of the fee for receipt of children's long term community support services. The county agrees to implement parental payments as directed in Wisconsin Administrative Code Chapter DHS 1. The County shall require payment by the child or parent or guardian of the child of 100 percent (100%) of the amount calculated. The County shall use funds received under s. 46.272(9)(c) to pay for long-term community support services for children who are eligible for services under the children's community options program.
2. By notice from the Department, under s. 46.272(13)(d), if the Department determines that the County demonstrates a pattern of failure to serve clients whose cost of care significantly exceeds the average cost of care for children's long term community support services, the Department may require that the County reserve a portion of funds allocated under this subsection for the provision of service to those clients.
3. These funds may not be used to pay for room and board for children under CCOP.
4. County may be disallowed reimbursement for services provided to children who do not meet the eligibility requirements for CCOP, or any other requirements established by the Department.
5. The Department may recoup funds received under this section for services that are allowable and appropriate for reimbursement under Medicaid waivers or other priority funding sources.
6. County may not use funds received under this section to purchase land or construct buildings.
7. Funding may not be used to pay for long-term community support services provided to any child who resides in a nursing home or other institutional setting unless the Department waives this restriction on the use of the funds and services are provided in accordance with a discharge plan.
8. As described in s. 46.272(15), a child who is denied eligibility for services or whose services are reduced or terminated may request a hearing from the Department under Wis. Stat. s. 227.44, except that lack of adequate funding may not serve as the basis for a request.
9. Under s. 46.272(13)(e), the Department shall, at the request of the County, carry forward up to 5 percent (5%) of the base funds allocated under this profile appendix if the funds allocated have not been spent or encumbered by the County by December 31 of the contract year for use by the County in the following calendar year. The amount carried forward shall be reduced by the amount of funds that the County has notified the Department that the County wishes to place in a risk reserve under s. 46.272(13)(f). An allocation under this paragraph does not affect the County's base allocation under this sub-section and shall lapse to the State general fund unless expended within the calendar year to which the funds are carried forward. The County may not expend funds carried forward under this paragraph for administrative or staff costs, except administrative or staff costs that are associated with implementation of the waiver under s. 46.272(14) and have been approved by the Department.

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

B. Use of funds is conditioned by the following:

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

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

IV. Fiscal and Client Reporting Conditions

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

1. Expenditures of funds from sub-allocations A and B must be reported and billed on the forms as prescribed by the Department on GEARS Profile #377 CCOP as stated in the State and County Grant Award Contract for Social Services and Community Programs.
2. For assessments and service plans to be reimbursed timely with funds from sub-allocation A, the information required in the Health Engagement & Reporting Tool (HEART) must be submitted by the last day of the month following the month in which the activity is completed.
3. For each individual receiving services with funds from sub-allocation B, information is required in HEART by the last day of the month following the month in which services are provided. Expenditures

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 State and County Grant Award Contract Appendix
 For Social and Community Programs

Year 2026

must be claimed based on date of service, not date of payment. All financial reports for the calendar year must be submitted no later than March 31 (unless a later date has been communicated to the County by the Department) of the following year.

4. The County must report to the Department the total actual allowable expenses incurred by the county for eligible CCOP participants on form F-20942A on the schedule outlined by the Department.
5. The county must report to the Department the total gross expenditures by revenue source incurred by the county for eligible CCOP participants on form F-22540 (formerly the HSRR) on the schedule outlined by the Department.

- B. Within spending limits determined by Department policy, CCOP service funds may be used at the discretion of the County.

Final year-end reconciliation of expenditures will be based on the information submitted in HEART. Information submitted must include, but is not limited to, all service expenditures and associated units by the correct service category by participant. Reconciled expenditures must be reported in HEART. County CCOP GEARS reporting may be subject to adjustment by the Department to align with the County's final reconciliation results.

CCOP funds may be used for the non-Federal portion of CLTS expenditures not otherwise paid by the Department. Final CCOP funding applied for CLTS waiver services will be determined based on the final claims data and county reports during the year end reconciliation process.

- C. Failure to document and report these funds and the participants served by them as specified will result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

Payment shall be made in accordance with the State and County Grant Award Contract for Social Services and Community Programs.

Payments through 06/30/2026 are limited to 6/12 of the contract with the balance paid after 6/30/2026 based on reported costs up to the contract level.

Alzheimer's Family and Caregiver Support Program

It is further understood and agreed by both parties through this attachment to the CY 2026 "State and County Contract Covering Social and Community Programs" that:

I. Purpose and Service Conditions on the Use of Funds

These funds may be used by the County only for the following purposes and under the following service conditions: to administer the Alzheimer's Family and Caregiver Support Program in accordance with s.46.87 (Wisconsin Statutes) and Chapter DHS 68 (Wisconsin Administrative Rules), and pursuant to the County's Alzheimer's Family and Caregiver Support Program approved 2023 program budget as required under DHS 68.05.

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

II. Fiscal and Participant Reporting

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

- A. Expenditures of all State AFCSP funds must be reported using Report No. F-00642 (05/2023) Grant Enrollment, Application, & Reporting System (GEARS) Expenditure Report, GEARS PROFILE #381
- B. Alzheimer's Family and Caregiver Support Program Annual Fiscal Report is due annually on March 15 of the following year. The Department shall provide the report format to the administering agency;
- C. Eligibility for enrollment shall be determined using F-21343A Alzheimer's Family and Caregiver Support Program (AFCSP) Financial Eligibility Screen - Worksheets 1 and 2;
- D. Data from the required uniform caregiver needs assessments and program evaluations will be entered into DHS REDCap by the program manager or other designated staff at least monthly

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

III. Payment Procedures

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

For Profile ID # 381, payments through 06/30/2026 are limited to 6/12th (50%) of the contract with the balance paid after 07/01/2026 (50%) based on reported costs up to the contract level.

Community Mental Health

It is further understood and agreed by both parties through this attachment to the CY 2026 “State and County Contract Covering Social Services and Community Programs” that:

I. Funds Provided/Period Covered

Funds in the amount identified in this Contract are provided for the period January 1, 2026, through December 31, 2026.

Payments through June 30, 2026, are limited to 3/12ths of the contract with the balance paid after July 1, 2026, based on reported costs up to the contract level.

The total value of the contract may be further amended at any point in its duration. A memo of approval from the Division of Care and Treatment Services Administrator will constitute agreement that the Contract has been amended to the new value.

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

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

For CY 2026, the priority for the DCTS is to promote recovery and improve efforts to provide care and services in the least restrictive community-based setting including community-based care and services provided to any persons who have a mental illness.

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

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

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

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

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

III. Fiscal Conditions on the Earning of the Additional Funds

These additional funds are earned under the following conditions:

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

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

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

- A. These additional funds must be reported to the Department on the F-00642 Profile #516 according to the schedule in the State and County Contract. The expenses under this profile must be reported at least quarterly.
- B. The County must submit to the Contract Administrator an annual Community Mental Health Funding Report by May 1, 2026. This report includes final expenditures and number of individuals served with these funds in 2025. Further information on this report will be communicated through an action memo in early 2026. Counties are expected to report expenditures and clients served using the service categories specified in Section II.B. A final Community Mental Health Funding Report for 2026 will be due May 1, 2027.
- C. Data Reporting
 All agencies receiving Community Mental Health funds through this contract are required to have in place the mechanisms to report timely, accurate, and complete data. Counties will provide data required for the Community Mental Health funding in accordance with State definitions and criteria. Counties are responsible for the

collection of quality client level data to complete the required PPS Mental Health data elements. In order to meet updated data requirements, Counties will continue to work with the Department when revisions and clarifications must be implemented in the Program Participation System (PPS) Mental Health data system.

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

V. Payment Procedures

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

VI. Additional Requirements

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

The county agency in receipt of this funding will comply with Culturally and Linguistically Appropriate Services (CLAS) Standards Special Requirements. More information regarding the CLAS Standards Special Requirements will be provided by the BPTR Contract Administrator.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:

45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

21 U.S.C. §§ 812(c)(10): Schedules of controlled substances

21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

Culturally and Linguistically Appropriate Services (CLAS) Standards

All grantees receiving funding from the Wisconsin Department of Health Services (DHS), Division of Care and Treatment Services (DCTS), Bureau of Prevention Treatment and Recovery (BPTR), are required to begin a process of implementing Culturally and Linguistically Appropriate Services (CLAS) Standards. BPTR will guide grantees through a multiyear implementation process. Please see below for background on the CLAS Standards implementation process and requirements associated with this grant.

State and federal guidance

As a state that receives federal funds to serve the residents of Wisconsin in the behavioral health area, DHS is also mandated by federal requirements under laws such as the Affordable Care Act, Civil Rights Act of 1964, and the Americans with Disabilities Act.

In agreements for the provision of services to clients, grantees must comply with all federal civil rights laws applicable to service delivery requirements. The grantee agrees to meet state and federal civil rights compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this agreement. All grantees must submit the appropriate CRC documentation within 15 working days of the award date of the agreement or contract in accordance with the procedures outlined on the DHS website: www.dhs.wisconsin.gov/civil-rights/index.htm.

The Substance Abuse and Mental Health Services Administrations requires implementation of the CLAS Standards.

The National CLAS Standards are a set of 15 action steps developed by the Office of Minority Health at the U.S. Department of Health and Human Services intended to advance health equity, improve the quality of services, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. For more information on the National CLAS Standards, visit: www.thinkculturalhealth.hhs.gov/clas.

CLAS Standards implementation

The goal of CLAS Standards implementation is to introduce CLAS Standards to BPTR grantees and encourage uptake of the CLAS model into grantees' policies, procedures, and practices. The following are BPTR's requirements for implementation upon initiation of an applicable contract.

- Grantees will form or repurpose a team, either at program level or agency level, dedicated to CLAS implementation including agency leadership and governance.
- Grantees are expected to complete the CLAS Standards Assessment Planning Tool to identify the current application of the CLAS Standards within the grantee's program or agency. Contract administrators will ask to review the assessment document during site visits.
- Grantees are expected to complete a corresponding implementation plan based on the results of the assessment, highlighting up to two CLAS Standards to implement. The implementation plan is part of the CLAS Standards Assessment Planning Tool. The grantee's plan is expected to be reviewed and updated each contract year. Contract administrators will ask to review the implementation plan during site visits.

Outcomes for CLAS Standards implementation

- Grantee agencies and program administrators and staff will have an improved understanding of the CLAS Standards.
- Grantee agencies and programs will consider the CLAS Standards when systematic or programmatic changes are made with the grantee agency or program.
- Grantees will show improved application and implementation of CLAS Standards from year to year.
- Grantee programs and agencies will be able to identify specific outcomes resulting from the implementation of CLAS Standards.

Questions related to the implementation of the CLAS Standards can be directed to the BPTR contract administrator who oversees your agency/program contract.

Documents, forms, and other information related to the CLAS Standards implementation requirement can be found at:

- Mental health services providers: www.dhs.wisconsin.gov/mh/index.htm
- Substance use services providers: www.dhs.wisconsin.gov/aoda/partner.htm

Profile: 520
Division of Care and Treatment Services

Community Partnership Diversion Youth Justice

It is further understood and agreed by both parties through this attachment to the CY 2026 "State and County Contract Covering Social Services and Community Prevention Programs" that:

I. Funds Provided/Period Covered

Funds are provided from the Federal Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG - 100%, Assistance Listing # 93.959). The contract period is January 1, 2026, through December 31, 2026. Please reference the attached SUPTRS BG Special Requirements for further detail on the use of these funds.

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

- A. **Scope of Services:** The Community Partnerships Diversion Youth Justice program aims to divert youth with substance use and co-occurring disorders from entering the justice system. The goal of the program is to enhance collaboration and coordination of substance use screening, assessment, intervention, and treatment among schools/school districts, mental and substance use health specialists, law enforcement, and youth justice officials at the local level to ensure families have the support and training necessary to divert youth from the justice system.

B. Primary Prevention - 45 CFR §96.125

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

The following preventative interventions and prevention strategies are acceptable: Institute of Medicine Classification - Universal, Selective, and Indicated.

1. Universal: Activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.
 - a. Universal Direct: Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk (e.g., school curriculum, after school program, parenting class). This also could include interventions involving interpersonal and ongoing/repeated contact (e.g., coalitions).
 - b. Universal Indirect: Interventions support population-based programs and environmental strategies (e.g., establishing Alcohol Tobacco and Other Drugs (ATOD) policies, modifying ATOD advertising practices). This also could include interventions involving programs and policies implemented by coalitions.

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

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

1. Information Dissemination: This strategy provides knowledge and increases awareness of the nature and extent of alcohol and other drug use, abuse, and addiction, as well as their effects on individuals, families, and communities. It also provides knowledge and increases awareness of available prevention and treatment programs and services. It is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of this strategy include:
 - Clearinghouse/information resources centers
 - Resource directories
 - Media campaigns
 - Brochures
 - Radio and TV public service announcements
 - Speaking engagements
 - Health fairs and other health promotion, e.g., conferences, meetings, seminars
 - Information lines/Hot lines
 - Other, specify
2. Education: This strategy builds skills through structured learning processes. Critical life and social skills include decision making, peer resistance, coping with stress, problem solving, interpersonal communication, and systematic and judgmental abilities. There is more interaction between facilitators and participants than in the information strategy. Examples of this strategy include:
 - Parenting and family management
 - Ongoing classroom and/or small group sessions
 - Peer leader/helper programs
 - Education programs for youth groups
 - Mentors
 - Preschool ATOD prevention programs
 - Other, specify
3. Alternatives: This strategy provides participation in activities that exclude alcohol and other drugs. The purpose is to meet the needs filled by alcohol and

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other drugs with healthy activities, and to discourage the use of alcohol and drugs through these activities. Examples of this strategy include:

- Drug free dances and parties
- Youth/adult leadership activities
- Community drop-in centers
- Community service activities
- Outward Bound
- Recreation activities
- Other, specify

4. Problem Identification and Referral: This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted however, that this strategy does not include any activity designed to determine if a person needs treatment. Examples of this strategy include:

- Employee Assistance Programs
- Student Assistance Programs
- Driving while under the influence/driving while intoxicated education programs
- Other, specify

5. Community-Based Process: This strategy provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning. Examples of this strategy include:

- Community and volunteer training, e.g., neighborhood action training, impactor training, staff/officials training
- Systematic planning
- Multi-agency coordination and collaboration/coalition
- Community team-building
- Accessing services and funding
- Other, specify

6. Environmental: This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing alcohol and other drug use by the general population. Examples of this strategy include:

- Promoting the establishment or review of alcohol, tobacco, and drug use policies in schools
- Guidance and technical assistance on monitoring enforcement governing availability and distribution of alcohol, tobacco, and other drugs
- Modifying alcohol and tobacco advertising practices
- Product pricing strategies
- Other, specify

C. Requirements Regarding HIV – 45 CFR §96.128

Funds may **not** be used for HIV early intervention programs/services.

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

When a subcontract is issued by the County, conditions on prohibited expenditures **must** be adhered to and monitored by the County. **Counties are expected to develop a policy to ensure that all vendors/sub-contractors comply with all requirements.**

1. The program does **not** expend SUPTRS BG funds to make payments to intended recipients of health services.
2. The program does **not** expend SUPTRS BG funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
3. The program does **not** expend SUPTRS BG funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
4. The program does **not** expend SUPTRS BG funds to provide financial assistance to any entity other than a public or nonprofit private entity.
5. The program does **not** expend SUPTRS BG funds to provide individuals with hypodermic needles or syringes.

E. Payment Schedule, 45 CFR §96.137

The County must use the SUPTRS BG funds as the “payment of last resort.”

III. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

- A. In accordance with your application goals, objectives, performance measures, reporting requirements, and budget.
- B. The Department of Health Services (herein referred to as the Department) shall apply these conditions in determining the close of the contract. The amount of a subsequent audit adjustment on the funds in this contract shall be based upon these conditions.

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

Use of these funds shall be reported to the Department on the F-00642 (Profile #520) and the F-20942 Form according to the schedule outlined in the State/County Contract.

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- A. All organizations and agencies that provide substance use disorder prevention services using SUPTRS BG funds must report fiscal, program, individual, and population data using the Substance Abuse Prevention-Services Information System (SAP-SIS). Reports are due by the date specified in the annual numbered memo.
- B. Performance reports on each program goal and objective shall be submitted to the Bureau of Prevention, Treatment, and Recovery (BPTR) by July 30 of the current contract year covering the first six months of services and January 30 of the following year covering the entire year of services. The program shall use the DCTS Program Performance Report form for this purpose.
- C. The County shall submit a Cost Tracking Workbook monthly to BPTR to track expenses. The program shall use a format provided by BPTR.
- D. Failure to report these funds and the clients served by them as specified above may result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

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

VI. Availability of Funds

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

VII. Subcontractors

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

VIII. Additional Requirements - 42 USC § 300x-28,

- A. Improvement of process for appropriate referrals for treatment.

With respect to individuals seeking treatment services, a funding agreement for a grant under section 300x-21 of this title is that the County involved will improve (relative to fiscal year 1992) the process in the State for referring the individuals to treatment facilities that can provide to the individuals the treatment modality that is most appropriate for the individuals.

- B. Continuing education

With respect to any facility for treatment services or prevention activities [1] that is receiving amounts from a grant under section 300x-21 of this title, a funding agreement for a County for a grant under such section is that continuing education in such services or activities (or both, as the case may be) will be made available to employees of the facility who provide the services or activities.

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C. Coordination of various activities and services

A funding agreement for a grant under section 300x–21 of this title and per 45CFR § 96.132(c) is that the State involved will coordinate prevention and treatment activities with the provision of other appropriate services (including health, social, correctional and criminal justice, educational, vocational rehabilitation, and employment services).

The County shall coordinate prevention and treatment activities with the provision of other appropriate services (including health, social, correctional and criminal justice, educational, vocational rehabilitation, and employment services). In evaluating compliance with this section, the State will consider such factors as the existence of memoranda of understanding between various service providers/agencies and evidence that the County has included prevention and treatment services coordination in its grants and contracts.

D. Allocation regarding primary prevention programs, 42 USC § 300x–22

A funding agreement for a grant under section 300x–21 of this title is that, in expending this grant, the County involved—

1. Will expend not less than 100 percent for programs for individuals who do not require treatment for substance use disorder, which programs—
 - a. Educate and counsel the individuals on such substance misuse; and
 - b. Provide for activities to reduce the risk of such misuse by the individuals.
2. Will, in carrying out paragraph (1)—
 - a. Give priority to programs for populations that are at risk of developing a pattern of such substance misuse; and
 - b. Ensure that programs receiving priority under subparagraph develop community-based strategies for the prevention of such substance misuse, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

- E. SUPTRS BG grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

IX. Additional Requirements

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The County will comply with and participate in an annual formal site visit, which may occur in-person or virtually as determined by BPTR.

The county agency in receipt of this funding will comply with Culturally and Linguistically Appropriate Services (CLAS) Standards Special Requirements. More information regarding the CLAS Standards Special Requirements will be provided by the BPTR Contract Administrator.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:

45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

21 U.S.C. §§ 812(c)(10): Schedules of controlled substances

21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

Special Requirements

Treatment Services and Programs Funded by the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG)

I. Treatment Services Requirements

A. Priority Populations

Programs funded with SUPTRS BG funds must give preference in admission to pregnant women (45 CFR 96.131) who seek or are referred for and would benefit from SUPTRS BG-funded treatment services. Further, all entities that serve women and who receive block grant funds must provide preference in the following order:

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

In carrying out this provision, SUPTRS BG-funded programs shall publicize the availability of services for women from the facilities and the fact that pregnant women receive such preference. This may be done by means of street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers, and social service agencies.

- The program refers pregnant women to the State's Women's AODA Treatment Coordinator, when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

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

The Contractor and its subcontracted providers must refer pregnant women to the State Women's Treatment Coordinator when the program has insufficient capacity to provide services to any such pregnant women who seeks services of the Contractor or its subcontractors within 48 hours.

The Contractor and its subcontracted providers must make available **interim services within 48 hours** to pregnant women who cannot be admitted because of lack of capacity.

C. Interim Services

Interim Services or Interim Substance Use Disorder Services. A Contractor or their subcontracted providers that provide any substance abuse block grant funded treatment services must provide Interim Substance Use Disorder Services to priority populations, including pregnant women and individuals who inject drugs, when they cannot provide services within the required time frames of 48 hours for pregnant women and within 14 days for an individual who

injects drugs, after the individual makes a request for admission to a Contractor's substance use disorder treatment program.

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

SUPTRS BG funded programs must incorporate the following components when admitting pregnant women and women with dependent children (including women attempting to regain custody of their children):

1. The program treats the family as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
3. The program provides or arranges for childcare while the women are receiving services.
4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment, which may among other things; address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services provided by (2) through (6) above.

D. Contractors and their subcontracted providers must follow the State and Federal Requirements regarding Persons who Inject Drugs, 45 CFR 96.126

1. In order to obtain Block Grant funds, the State requires Contractors and their subcontracted providers that receive funding under the grant and treat individuals who inject drugs to provide to the State Opioid Treatment Authority, upon reaching 90 percent of its capacity to admit individuals to the program, a notification of that fact within seven days. In carrying out this section, the Contractor and its subcontracted providers shall establish a capacity management program which reasonably implements this section—that is, which enables any such program to readily report to the State Opioid Treatment Authority when it reaches 90 percent of its capacity—and which

ensures the maintenance of a continually updated record of all such reports and which makes excess capacity information available to such programs.

2. In order to obtain Block Grant funds, the Contractor and their subcontractors shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than—
 - (a) 14 days after making the request for admission to such a program; or
 - (b) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.
3. In carrying out subsection 2(b), the Contractor shall establish a waiting list management program which provides systematic reporting of treatment demand to the State. The Contractor shall require that any program receiving funding from the grant, for the purposes of treating persons who inject drugs, establish a waiting list that includes a unique patient identifier for each injecting drug user seeking treatment including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the Contractor shall ensure that the program provide such individuals interim services as defined in § 96.121 and in Section C (3) above, and ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission. The Contractor shall also ensure that the programs consult the capacity management system as provided in paragraph 2(a) of this section so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within reasonable geographic area.
4. In carrying out paragraph 2(b) of this section the Contractor shall ensure that all individuals who request treatment and who cannot be placed in comprehensive treatment within 14 days, are enrolled in interim services and those who remain active on a waiting list in accordance with paragraph 3(c) of this section, are admitted to a treatment program within 120 days. If a person cannot be located for admission into treatment or, if a person refuses treatment, such persons may be taken off the waiting list and need not be provided treatment within 120 days. For example, if such persons request treatment later, and space is not available, they are to be provided interim services, placed on a waiting list and admitted to a treatment program within 120 days from the latter request.
5. The Contractor shall require that any entity that receives funding for treatment services for persons who inject drugs carry out activities to encourage individuals in need of such treatment to undergo such treatment. The Contractor shall require such entities to use outreach models that are scientifically sound, or if no such models are available which are applicable to the local situation, to use an approach which reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:

- (a) Selecting, training and supervising outreach workers;
 - (b) Contacting, communicating and following-up with high risk substance users, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
 - (c) Promoting awareness among persons who inject drugs about the relationship between injecting drug abuse and communicable diseases such as HIV;
 - (d) Recommend steps that can be taken to ensure that HIV transmission does not occur; and
 - (e) Encouraging entry into treatment.
6. The Contractor will comply with State monitoring and reporting to assure compliance with this section. Contractors will report under the requirements of § 96.122(g) on the specific strategies used to identify compliance and will follow any corrective actions to be taken to address identified problems.

E. Contractors and their subcontracted providers must follow State and Federal Requirements Regarding Tuberculosis (TB), 45 CFR 96.127

1. The Contractor and any subcontractors funded by SUPTRS BG funds must directly, or through arrangements with other public or nonprofit private entities, routinely make available the following TB services to each individual receiving treatment for substance use disorders:
 - (a) Counseling the individual with respect to TB.
 - (b) Testing to determine whether the individual has been infected with mycobacterium TB to determine the appropriate form of treatment for the individual.
 - (c) Providing for or referring the individuals infected by mycobacterium TB appropriate medical evaluation and treatment.
2. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
3. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - (a) Screening patients and identification of those individuals who are at high risk of becoming infected.
 - (b) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements 45 CFR parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR Part 2.
 - (c) Case management activities to ensure that individuals receive such services.

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

F. Requirements Regarding HIV, 45 CFR 96.128

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

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

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

consent, and are not required as a condition of receiving substance use disorder treatment or any other services.

G. Additional Requirements, 45 CFR 96.132

1. The program makes continuing education in treatment services available to employees who provide the services.
2. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
 - (a) Is in compliance with all applicable State and Federal laws and regulations 45 CFR Parts 160 & 164 HIPAA, 42 CFR Part 2, and Wis. Stat. 51.30.
 - (b) Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

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

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

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

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

- (a) The individual cannot be effectively treated in a community-based, non-hospital, residential program.
- (b) The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential treatment program.
- (c) A physician makes a determination that the following conditions have been met:
 - 1. The primary diagnosis of the individual is a substance use disorder and the physician certifies that fact.
 - 2. The individual cannot be safely treated in a community-based, non-hospital, residential treatment program.
 - 3. The service can reasonably be expected to improve the person's condition or level of functioning.
 - 4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- (d) The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program).

2. The program does not expend SUPTRS BG funds to make payments to intended recipients of health services [42 USC 300x-31(a), 45 CFR section 96.135(a) (2)].

3. The program does not expend SUPTRS BG funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment [42 USC 300x-31(a), 45 CFR section 96.135(a) (3) and (d)].

4. The program does not expend SUPTRS BG funds to provide financial assistance to any entity other than a public or nonprofit private entity [42 USC 300x-31(a), 45 CFR section 96.135(a)(5)].

5. The program does not expend SUPTRS BG funds to provide individuals with hypodermic needles or syringes [42 USC 300x-31(a), 45 CFR section 96.135(a)(2)].

6. The program does not expend SUPTRS BG to provide treatment services in penal or correctional institutions of the State.

7. SUPTRS BG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10)

and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

III. Payment Schedule, 45 CFR 96.137

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

1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
2. Secure from patients or clients’ payments for services in accordance with their ability to pay.
3. The amount set aside for women’s services shall be expended on individuals who have no other financial means of obtaining such services as provided in 45 CFR § 96.137.

IV. State Statutory and Administrative Rule Requirements

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

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

A. Legal Status of Consumer:

- Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act. (particularly §§ 51.10, 51.15, 51.20, 51.42, 51.45, and 51.47)
- Wis. Stats. Ch. 54. Guardianships and conservatorships.
- Wis. Stats. Ch. 55. Protective service system.
- Wis. Stats. Ch. 155. Power of attorney for health care.

B. Patient/Client Rights:

- Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act. (particularly §§ 51.30 and 51.61)
- Wis. Admin. Code DHS 94 Patient rights and resolution of patient grievances
Note: Patients/clients may have additional rights under applicable provider federal/state statutes and regulations.

C. Confidentiality Requirements:

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

D. Provider Regulations:

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

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

1. The Contractor and/or vendors/sub-contractors receiving SUPTRS BG funds shall report expenses and data using a reporting system designated by the Division of Care and Treatment Services. All agencies receiving SUPTRS BG funds through this contract are required to have in place the mechanisms to report timely, accurate, and complete data. Failure to file reports on a timely basis may result in the loss of funds to the Contractor.
2. Charitable Choice reporting. Contractors must report to their contract administrator the number of clients referred to alternative services to which the client has no religious objection.

Special Requirements

Prevention Programs Funded by the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG)

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

These additional funds shall be used by the Contractor to fund programs for **primary prevention efforts**.

A. Primary Prevention Defined - 45 CFR §96.125

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

The following preventative interventions and prevention strategies are acceptable for addressing intravenous drug use prevention: Institute of Medicine Classification - Universal, Selective, and Indicated.

1. **Universal:** Activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.
 - Universal Direct.—Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk (e.g., school curriculum, after school program, parenting class). This also could include interventions involving interpersonal and ongoing/repeated contact (e.g., coalitions).
 - Universal Indirect.—Interventions support population-based programs and environmental strategies (e.g., establishing Alcohol Tobacco and Other Drug (ATOD) policies, modifying ATOD advertising practices). This also could include interventions involving programs and policies implemented by coalitions.
2. **Selective:** Activities targeted to individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average.
3. **Indicated:** Activities targeted to individuals in high-risk environments identified as having minimal but detectable signs or symptoms foreshadowing disorder, or having biological markers indicating predisposition for disorder but not yet meeting diagnostic levels. (Adapted from the Institute of Medicine Model of Prevention)

B. Primary Prevention Strategies. There are six primary prevention strategies typically funded by principal agencies administering the SUPTRS BG. Here are the definitions of those strategies:

1. Information Dissemination - This strategy provides knowledge and increases awareness of the nature and extent of alcohol and other drug use, disorders, and addiction, as well

as their effects on individuals, families, and communities. It also provides knowledge and increases awareness of available prevention and treatment programs and services. It is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of this strategy include:

- Clearinghouse/information resources centers
- Resource directories
- Media campaigns
- Brochures
- Radio and TV public service announcements
- Speaking engagements
- Health fairs and other health promotion, e.g., conferences, meetings, seminars
- Information lines/Hot lines
- Other, specify

2. Education - This strategy builds skills through structured learning processes. Critical life and social skills include decision making, peer resistance, coping with stress, problem solving, interpersonal communication, and systematic and judgmental abilities. There is more interaction between facilitators and participants than in the information strategy. Examples of this strategy include:

- Parenting and family management
- Ongoing classroom and/or small group sessions
- Peer leader/helper programs
- Education programs for youth groups
- Mentors
- Preschool ATOD prevention programs
- Other, specify

3. Alternatives - This strategy provides participation in activities that exclude alcohol and other drugs. The purpose is to meet the needs filled by alcohol and other drugs with healthy activities, and to discourage the use of alcohol and drugs through these activities. Examples of this strategy include:

- Drug free dances and parties
- Youth/adult leadership activities
- Community drop-in centers
- Community service activities
- Outward Bound
- Recreation activities
- Other, specify

4. Problem Identification and Referral - This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted however, that this

strategy does not include any activity designed to determine if a person is in need of treatment. Examples of this strategy include:

- Employee Assistance Programs
- Student Assistance Programs
- Driving while under the influence/driving while intoxicated education programs
- Other, specify

5. Community-Based Process - This strategy provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning. Examples of this strategy include:

- Community and volunteer training, e.g., neighborhood action training, impactor training, staff/officials training
- Systematic planning
- Multi-agency coordination and collaboration/coalition
- Community team-building
- Accessing services and funding
- Other, specify

6. Environmental - This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing alcohol and other drug use by the general population. Examples of this strategy include:

- Promoting the establishment or review of alcohol, tobacco, and drug use policies in schools
- Guidance and technical assistance on monitoring enforcement governing availability and distribution of alcohol, tobacco, and other drugs
- Modifying alcohol and tobacco advertising practices
- Product pricing strategies
- Other, specify

C. Requirements Regarding HIV – 45 CFR §96.128

Funds may **not** be used for HIV early intervention programs/services.

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

When a subcontract is issued by the Contractor, conditions on prohibited expenditures **must** be adhered to and monitored by the Contractor. **Contractors are expected to develop a policy to ensure that all vendors/sub-contractors comply with all of the requirements.**

1. The program does **not** expend SUPTRS BG funds to make payments to intended recipients of health services.

2. The program does **not** expend SUPTRS BG funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
3. The program does **not** expend SUPTRS BG funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
4. The program does **not** expend SUPTRS BG funds to provide financial assistance to any entity other than a public or nonprofit private entity.
5. The program does **not** expend SUPTRS BG funds to provide individuals with hypodermic needles or syringes.
6. The program does **not** expend SUPTRS BG funds directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

E. Payment Schedule, 45 CFR §96.137

The Contractor must use the SUPTRS BG funds as the “payment of last resort.”

II. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

- A. In accordance with Contractor application goals, objectives, performance measures, reporting requirements and budget.
- B. The Department shall apply these conditions in determining the close of the contract. The amount of a subsequent audit adjustment on the funds in this contract shall be based upon these conditions.

III. Fiscal and Activity Reporting on the Use of the Additional Funds

Use of these funds shall be reported to the Department as directed by the Contract Administrator.

- A. All organizations and agencies that provide substance use disorder prevention services using SUPTRS BG funds must report fiscal, program, individual, and population data using the

Substance Abuse Prevention-Services Information System (SAP-SIS). Reports are due by the date specified in the annual numbered memo.

- B. Semi-annual program and progress reports on each program goal and objective including fiscal reports on budget line items shall be submitted to the Bureau of Prevention Treatment and Recovery (BPTR) per the schedule established with the Contract Administrator.
- C. An annual program report must be submitted to the BPTR within 30 days after the calendar year of program operations in a format provided by the BPTR.
- D. Failure to report these funds and the activities provided as specified above may result in the loss of these funds by the Contractor and their repayment by the Contractor to the Department.

IV. Availability of Funds

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

V. Subcontractors

Requirements herein stated apply to any sub-grants or sub-contractors. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The Contractors must inform the sub-grantees of the federal award information set forth herein and provide the sub-contractor the appropriate CFDA number.

VI. Additional Requirements - 42 USC § 300x–28,

A. Improvement of process for appropriate referrals for treatment.

With respect to individuals seeking treatment services, a funding agreement for a grant under section 300x–21 of this title is that the Contractor involved will improve (relative to fiscal year 1992) the process in the State for referring the individuals to treatment facilities that can provide to the individuals the treatment modality that is most appropriate for the individuals.

B. Continuing Education

With respect to any facility for treatment services or prevention activities [1] that is receiving amounts from a grant under section 300x–21 of this title, a funding agreement for a Contractor for a grant under such section is that continuing education in such services or activities (or both, as the case may be) will be made available to employees of the facility who provide the services or activities.

C. Coordination of Various Activities and Services

A funding agreement for a grant under section 300x–21 of this title and per 45CFR § 96.132(c) is that the State involved will coordinate prevention and treatment activities with the provision of other appropriate services (including health, social, correctional and criminal justice, educational, vocational rehabilitation, and employment services).

The Contractor shall coordinate prevention and treatment activities with the provision of other appropriate services (including health, social, correctional and criminal justice, educational, vocational rehabilitation, and employment services). In evaluating compliance with this section, the State will consider such factors as the existence of memoranda of understanding between various service providers/agencies and evidence that the Contractor has included prevention and treatment services coordination in its grants and contracts.

D. Allocation Regarding Primary Prevention Programs, 42 USC § 300x–22

A funding agreement for a grant under section 300x–21 of this title is that, in expending this grant, the Contractor involved—

(1) Will expend not less than 100 percent for programs for individuals who do not require treatment for substance use disorders, which programs—

- a. Educate and counsel the individuals on such disorders; and
- b. provide for activities to reduce the risk of such disorders by the individuals;

(2) Will, in carrying out paragraph (1)—

- a. Give priority to programs for populations that are at risk of developing a pattern of such disorders; and
- b. Ensure that programs receiving priority under subparagraph develop community-based strategies for the prevention of such disorders, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

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

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG)

It is further understood and agreed by both parties through this attachment to the CY 2026 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered

Funds are provided from the Federal Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG- 100%, Assistance Listing Number 93.959). The contract period is January 1, 2026, through December 31, 2026. Reference the attached SUPTRS BG Special Requirements for further detail on the use of these funds.

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

- A. **Scope of Services:** All additional SUPTRS BG funds must be used by the County for substance use disorder services as set forth in (B) and (C) below.

Primary Prevention (Profile 570): A minimum of 20 percent (20%) of the SUPTRS BG funds must be expended on primary prevention programs **for individuals who do not require treatment for a substance use disorder**. Such programs and activities may include education, mentoring, and other activities designed to reduce the risk of substance misuse by individuals. Early intervention activities and SBIRT (Screening, Brief Intervention, and Referral to Treatment) are **not** primary prevention.

The following preventive interventions and strategies are acceptable as defined by the National Academy of Medicine (formerly known as the Institute of Medicine (IOM)) classifications for prevention - universal, selective, and indicated.

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

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

Universal Indirect—Interventions support population-based programs and environmental strategies (e.g., setting up alcohol, tobacco, and other drug policies or updating alcohol, tobacco, and other drug advertising practices). This may also include interventions with programs and policies from coalitions.

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

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

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

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- Employee assistance programs
 - Student assistance programs
 - Other, specify
5. Community Based Process - This strategy provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning. Examples of this strategy include:
- Community and volunteer training
 - Impactor training
 - Neighborhood action training
 - Staff and officials training
 - Community team building
 - Multi-agency coordination, collaboration, and coalition
 - Services and funding access
 - Systemic planning
 - Other, specify
6. Environmental - This strategy establishes or changes written and unwritten community standards, codes, and attitudes. It's intent is to influence the general population's use of alcohol and other drugs. Examples of this strategy include:
- Changes to alcohol and tobacco advertising
 - Guidance and technical help watching enforcement governing availability and supply of alcohol, tobacco, and other drugs
 - New or revised alcohol, tobacco, and drug policies in schools
 - Product pricing strategies
 - Other, specify

Primary prevention strategies must comply with the Division of Care and Treatment Services (DCTS) list of acceptable prevention strategies. See DHS Substance Abuse Prevention Services Information System (SAP-SIS) website for more information: <https://www.dhs.wisconsin.gov/aoda/sapsis/index.htm>. If a prevention strategy is not included on the list of approved strategies, approval must be obtained prior to utilizing grant dollars. Contact dhssapsis@dhs.wisconsin.gov for assistance.

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

III. Treatment and Other Services Requirement

A. Priority Populations

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

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

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

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

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

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

The County and/or its subcontracted providers must refer pregnant women to the State’s Bureau of Prevention Treatment and Recovery (BPTR), within the Division of Care and Treatment Services (DCTS), when the program has insufficient capacity to provide services to any such pregnant women who seeks services of the County or provider within 48 hours. Contact the Women’s Substance Use Treatment Coordinator at 608-266-2717 or email at DHSWebmailDCTS@dhs.wisconsin.gov .

The County and/or its subcontracted providers must make available **interim services within 48 hours** to pregnant women who cannot be admitted because of lack of capacity.

C. Interim Services

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

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

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

In order to obtain block grant funds, the State requires Counties and their subcontracted programs that receive funding under the grant and treat individuals who inject drugs to notify the Bureau of Prevention Treatment and Recovery, upon reaching 90 percent (90%) of its capacity to admit individuals to the program of that fact within seven days. In carrying out this section, the County and its subcontracted providers shall establish a capacity

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management program which reasonably implements this section—that is, which enables any such program to readily report to the Bureau when it reaches 90 percent (90%) of its capacity—and which ensures the maintenance of a continually updated record of all such reports and which makes excess capacity information available to such programs. Contact the State Opioid Treatment Authority in the Bureau at (608) 266-2717 or email at DHSWebmailDCTS@dhs.wisconsin.gov.

In order to obtain block grant funds, the County and its subcontractors shall ensure each individual who requests and is in need of treatment for injection drug use is admitted to a program of such treatment not later than: (a) 14 days after making the request for admission to such a program; or (b) 120 days after the date of such request if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.

In carrying out this requirement, the County shall establish a waiting list management program which provides systematic reporting of treatment demand to the State. The County shall require that any program receiving funding from the grant, for the purposes of treating persons who inject drugs, establish a waiting list that includes a unique patient identifier for each injecting drug user seeking treatment, including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the County shall ensure the program provide such individuals interim services as defined in § 96.121 and in Section III (C) above, and ensure the programs develop a mechanism for maintaining contact with the individuals awaiting admission. The County shall also ensure that the programs consult the capacity management system as provided in this section so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within a reasonable geographic area. The County and/or its subcontracted providers must refer persons who inject drugs to the Substance Use Services Section at (608) 266-2717 or at DHSWebmailDCTS@dhs.wisconsin.gov when the program has insufficient capacity to provide treatment services to such persons who seeks services of the County or provider.

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

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

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

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

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

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

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

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

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

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

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

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

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1. Screening patients and identification of those individuals who are highly vulnerable to becoming infected.
2. Meeting all State reporting requirements while adhering to federal and state confidentiality requirements 45 CFR §§ 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR § 2.
3. Case management activities to ensure that individuals receive such services.

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

G. Requirements Regarding HIV, 45 CFR § 96.128

Wisconsin is not a designated state; therefore, counties may not use any SUPTRS BG funds for HIV early intervention programs/services. As a non-designated state, individuals receiving substance use treatment services may receive HIV services through Ryan White Comprehensive AIDS Resources Emergency (CARE) Act programs.

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

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

H. Additional Requirements, 45 CFR 96.132

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

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

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

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

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

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

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4. The program does not expend SUPTRS BG funds to provide financial assistance to any entity other than a public or nonprofit private entity [42 USC 300x-31(a), 45 CFR § 96.135(a)(5)].
5. The program does not expend SUPTRS BG funds to provide individuals with hypodermic needles or syringes [42 USC 300x-31(a), 45 CFR § 96.135(a)(2)].
6. The program does not expend SUPTRS BG or County jails funds to provide treatment services in penal or correctional institutions of the State.

2. Charitable Choice, 42 USC §300x-65 and 42 CFR §§54.8 (c) (4) and 54.8 (b)

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

3. State Statutory and Administrative Rule Requirements

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

In addition, the following state statutes and administrative rules must be followed in providing all treatment services funded through state and federal SUPTRS BG funding:

1. Legal Status of Consumer:
 - Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act (particularly §§ 51.10, 51.15, 51.20, 51.42, 51.45, and 51.47)
 - Wis. Stats. Ch. 54. Guardianships and conservatorships
 - Wis. Stats. Ch. 55. Protective service system
 - Wis. Stats. Ch. 155. Power of attorney for health care.
2. Patient/Client Rights:
 - Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act. (particularly §§ 51.30 and 51.61)
 - Wis. Admin. Code DHS 94 Patient rights and resolution of patient grievances

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Note: Patients/clients may have additional rights under applicable provider federal/state statutes and regulations.

3. Confidentiality Requirements:

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

4. Provider Regulations:

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

4. Payment Schedule, 45 CFR § 96.137

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

1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
2. Secure from patients or clients’ payments for services in accordance with their ability to pay.
3. The amount set aside for women’s services shall be expended on individuals who have no other financial means of obtaining such services as provided in 45 CFR § 96.137.

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

- A. National Outcome Measurement System (NOMS): The County and/or vendors/subcontractors receiving SUPTRS BG funds shall report data on federally-required NOMS using the Program Participation System (PPS). All agencies receiving SUPTRS BG funds through this contract are required to have in place the mechanisms to report timely, accurate, and complete NOMS data. If the State should receive a reduction in the SUPTRS BG allocation due to failure to report NOMS, contract agencies that have not met the NOMS reporting requirements may be subject to a funding reduction and required to refund part of payments already made.
- B. Complete, accurate and timely client and expenditure data shall be reported to the Department using the PPS for clients served by the use of these funds as well as for all clients served by the county or its subcontractors.

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- C. Use of these funds shall be reported to the Department on the F-00642 (Profile 545, 546 and 570) and the F-20942 Form according to the schedule outlined in the State/County Contract.
- D. A minimum of 20 percent (20%) of SUPTRS BG funds must be expended on Primary Prevention (Profile 570) and a minimum of 10 percent (10%) must be expended on Women's Treatment (Profile 546). Therefore, Treatment and Other Services (Profile 545) may be reduced for additional spending in Primary Prevention (Profile 570) and/or Women's Treatment (Profile 546), but Primary Prevention (Profile 570) and Women's Treatment (Profile 546) may **not** be reduced for additional spending in Treatment and Other Services (Profile 545). This ensures the minimum set asides for Primary Prevention (Profile 570) and Women's Treatment (Profile 546) are met.
- E. An SUPTRS BG annual report must be submitted via the method (F-22567 online Alchemer form) required by DCTS by the date specified in the annual numbered memo.
- F. All organizations and agencies that provide substance use disorder prevention services using SUPTRS BG funds must report fiscal, program, individual, and population data using the Substance Abuse Prevention - Services Information System (SAP-SIS). Reports are due by the date specified in the annual numbered memo.
- G. Charitable Choice reporting. As part of the annual SUPTRS BG report, counties must report the number of clients referred to alternative services to which the client has no religious objection.
- H. Failure to report these funds and the clients served as specified above may result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

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

VI. Availability of Funds

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

VII. Additional Requirements

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

The county agency in receipt of this funding will comply with Culturally and Linguistically Appropriate Services (CLAS) Standards Special Requirements. More information regarding the CLAS Standards Special Requirements will be provided by the BPTR Contract Administrator.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:

45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the

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environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

21 U.S.C. §§ 812(c)(10): Schedules of controlled substances

21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

Special Requirements

Treatment Services and Programs Funded by the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG)

I. Treatment Services Requirements

A. Priority Populations

Programs funded with SUPTRS BG funds must give preference in admission to pregnant women (45 CFR 96.131) who seek or are referred for and would benefit from SUPTRS BG-funded treatment services. Further, all entities that serve women and who receive block grant funds must provide preference in the following order:

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

In carrying out this provision, SUPTRS BG-funded programs shall publicize the availability of services for women from the facilities and the fact that pregnant women receive such preference. This may be done by means of street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers, and social service agencies.

- The program refers pregnant women to the State's Women's AODA Treatment Coordinator, when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

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

The Contractor and its subcontracted providers must refer pregnant women to the State Women's Treatment Coordinator when the program has insufficient capacity to provide services to any such pregnant women who seeks services of the Contractor or its subcontractors within 48 hours.

The Contractor and its subcontracted providers must make available **interim services within 48 hours** to pregnant women who cannot be admitted because of lack of capacity.

C. Interim Services

Interim Services or Interim Substance Use Disorder Services. A Contractor or their subcontracted providers that provide any substance abuse block grant funded treatment services must provide Interim Substance Use Disorder Services to priority populations, including pregnant women and individuals who inject drugs, when they cannot provide services within the required time frames of 48 hours for pregnant women and within 14 days for an individual who

injects drugs, after the individual makes a request for admission to a Contractor's substance use disorder treatment program.

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

SUPTRS BG funded programs must incorporate the following components when admitting pregnant women and women with dependent children (including women attempting to regain custody of their children):

1. The program treats the family as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
3. The program provides or arranges for childcare while the women are receiving services.
4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment, which may among other things; address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services provided by (2) through (6) above.

D. Contractors and their subcontracted providers must follow the State and Federal Requirements regarding Persons who Inject Drugs, 45 CFR 96.126

1. In order to obtain Block Grant funds, the State requires Contractors and their subcontracted providers that receive funding under the grant and treat individuals who inject drugs to provide to the State Opioid Treatment Authority, upon reaching 90 percent of its capacity to admit individuals to the program, a notification of that fact within seven days. In carrying out this section, the Contractor and its subcontracted providers shall establish a capacity management program which reasonably implements this section—that is, which enables any such program to readily report to the State Opioid Treatment Authority when it reaches 90 percent of its capacity—and which

ensures the maintenance of a continually updated record of all such reports and which makes excess capacity information available to such programs.

2. In order to obtain Block Grant funds, the Contractor and their subcontractors shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than—
 - (a) 14 days after making the request for admission to such a program; or
 - (b) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.
3. In carrying out subsection 2(b), the Contractor shall establish a waiting list management program which provides systematic reporting of treatment demand to the State. The Contractor shall require that any program receiving funding from the grant, for the purposes of treating persons who inject drugs, establish a waiting list that includes a unique patient identifier for each injecting drug user seeking treatment including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the Contractor shall ensure that the program provide such individuals interim services as defined in § 96.121 and in Section C (3) above, and ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission. The Contractor shall also ensure that the programs consult the capacity management system as provided in paragraph 2(a) of this section so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within reasonable geographic area.
4. In carrying out paragraph 2(b) of this section the Contractor shall ensure that all individuals who request treatment and who cannot be placed in comprehensive treatment within 14 days, are enrolled in interim services and those who remain active on a waiting list in accordance with paragraph 3(c) of this section, are admitted to a treatment program within 120 days. If a person cannot be located for admission into treatment or, if a person refuses treatment, such persons may be taken off the waiting list and need not be provided treatment within 120 days. For example, if such persons request treatment later, and space is not available, they are to be provided interim services, placed on a waiting list and admitted to a treatment program within 120 days from the latter request.
5. The Contractor shall require that any entity that receives funding for treatment services for persons who inject drugs carry out activities to encourage individuals in need of such treatment to undergo such treatment. The Contractor shall require such entities to use outreach models that are scientifically sound, or if no such models are available which are applicable to the local situation, to use an approach which reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:

- (a) Selecting, training and supervising outreach workers;
 - (b) Contacting, communicating and following-up with high risk substance users, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
 - (c) Promoting awareness among persons who inject drugs about the relationship between injecting drug abuse and communicable diseases such as HIV;
 - (d) Recommend steps that can be taken to ensure that HIV transmission does not occur; and
 - (e) Encouraging entry into treatment.
6. The Contractor will comply with State monitoring and reporting to assure compliance with this section. Contractors will report under the requirements of § 96.122(g) on the specific strategies used to identify compliance and will follow any corrective actions to be taken to address identified problems.

E. Contractors and their subcontracted providers must follow State and Federal Requirements Regarding Tuberculosis (TB), 45 CFR 96.127

1. The Contractor and any subcontractors funded by SUPTRS BG funds must directly, or through arrangements with other public or nonprofit private entities, routinely make available the following TB services to each individual receiving treatment for substance use disorders:
 - (a) Counseling the individual with respect to TB.
 - (b) Testing to determine whether the individual has been infected with mycobacterium TB to determine the appropriate form of treatment for the individual.
 - (c) Providing for or referring the individuals infected by mycobacterium TB appropriate medical evaluation and treatment.
2. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
3. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - (a) Screening patients and identification of those individuals who are at high risk of becoming infected.
 - (b) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements 45 CFR parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR Part 2.
 - (c) Case management activities to ensure that individuals receive such services.

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

F. Requirements Regarding HIV, 45 CFR 96.128

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

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

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

consent, and are not required as a condition of receiving substance use disorder treatment or any other services.

G. Additional Requirements, 45 CFR 96.132

1. The program makes continuing education in treatment services available to employees who provide the services.
2. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
 - (a) Is in compliance with all applicable State and Federal laws and regulations 45 CFR Parts 160 & 164 HIPAA, 42 CFR Part 2, and Wis. Stat. 51.30.
 - (b) Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

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

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

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

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

- (a) The individual cannot be effectively treated in a community-based, non-hospital, residential program.
- (b) The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential treatment program.
- (c) A physician makes a determination that the following conditions have been met:
 - 1. The primary diagnosis of the individual is a substance use disorder and the physician certifies that fact.
 - 2. The individual cannot be safely treated in a community-based, non-hospital, residential treatment program.
 - 3. The service can reasonably be expected to improve the person's condition or level of functioning.
 - 4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- (d) The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program).

2. The program does not expend SUPTRS BG funds to make payments to intended recipients of health services [42 USC 300x-31(a), 45 CFR section 96.135(a) (2)].

3. The program does not expend SUPTRS BG funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment [42 USC 300x-31(a), 45 CFR section 96.135(a) (3) and (d)].

4. The program does not expend SUPTRS BG funds to provide financial assistance to any entity other than a public or nonprofit private entity [42 USC 300x-31(a), 45 CFR section 96.135(a)(5)].

5. The program does not expend SUPTRS BG funds to provide individuals with hypodermic needles or syringes [42 USC 300x-31(a), 45 CFR section 96.135(a)(2)].

6. The program does not expend SUPTRS BG to provide treatment services in penal or correctional institutions of the State.

7. SUPTRS BG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10)

and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

III. Payment Schedule, 45 CFR 96.137

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

1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
2. Secure from patients or clients’ payments for services in accordance with their ability to pay.
3. The amount set aside for women’s services shall be expended on individuals who have no other financial means of obtaining such services as provided in 45 CFR § 96.137.

IV. State Statutory and Administrative Rule Requirements

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

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

A. Legal Status of Consumer:

- Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act. (particularly §§ 51.10, 51.15, 51.20, 51.42, 51.45, and 51.47)
- Wis. Stats. Ch. 54. Guardianships and conservatorships.
- Wis. Stats. Ch. 55. Protective service system.
- Wis. Stats. Ch. 155. Power of attorney for health care.

B. Patient/Client Rights:

- Wis. Stats. Ch. 51. State alcohol, drug abuse, developmental disabilities and mental health act. (particularly §§ 51.30 and 51.61)
- Wis. Admin. Code DHS 94 Patient rights and resolution of patient grievances
Note: Patients/clients may have additional rights under applicable provider federal/state statutes and regulations.

C. Confidentiality Requirements:

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

D. Provider Regulations:

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

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

1. The Contractor and/or vendors/sub-contractors receiving SUPTRS BG funds shall report expenses and data using a reporting system designated by the Division of Care and Treatment Services. All agencies receiving SUPTRS BG funds through this contract are required to have in place the mechanisms to report timely, accurate, and complete data. Failure to file reports on a timely basis may result in the loss of funds to the Contractor.
2. Charitable Choice reporting. Contractors must report to their contract administrator the number of clients referred to alternative services to which the client has no religious objection.

Special Requirements

Prevention Programs Funded by the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG)

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

These additional funds shall be used by the Contractor to fund programs for **primary prevention efforts**.

A. Primary Prevention Defined - 45 CFR §96.125

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

The following preventative interventions and prevention strategies are acceptable for addressing intravenous drug use prevention: Institute of Medicine Classification - Universal, Selective, and Indicated.

1. **Universal:** Activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.
 - Universal Direct.—Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk (e.g., school curriculum, after school program, parenting class). This also could include interventions involving interpersonal and ongoing/repeated contact (e.g., coalitions).
 - Universal Indirect.—Interventions support population-based programs and environmental strategies (e.g., establishing Alcohol Tobacco and Other Drug (ATOD) policies, modifying ATOD advertising practices). This also could include interventions involving programs and policies implemented by coalitions.
2. **Selective:** Activities targeted to individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average.
3. **Indicated:** Activities targeted to individuals in high-risk environments identified as having minimal but detectable signs or symptoms foreshadowing disorder, or having biological markers indicating predisposition for disorder but not yet meeting diagnostic levels. (Adapted from the Institute of Medicine Model of Prevention)

B. Primary Prevention Strategies. There are six primary prevention strategies typically funded by principal agencies administering the SUPTRS BG. Here are the definitions of those strategies:

1. Information Dissemination - This strategy provides knowledge and increases awareness of the nature and extent of alcohol and other drug use, disorders, and addiction, as well

as their effects on individuals, families, and communities. It also provides knowledge and increases awareness of available prevention and treatment programs and services. It is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of this strategy include:

- Clearinghouse/information resources centers
- Resource directories
- Media campaigns
- Brochures
- Radio and TV public service announcements
- Speaking engagements
- Health fairs and other health promotion, e.g., conferences, meetings, seminars
- Information lines/Hot lines
- Other, specify

2. Education - This strategy builds skills through structured learning processes. Critical life and social skills include decision making, peer resistance, coping with stress, problem solving, interpersonal communication, and systematic and judgmental abilities. There is more interaction between facilitators and participants than in the information strategy. Examples of this strategy include:

- Parenting and family management
- Ongoing classroom and/or small group sessions
- Peer leader/helper programs
- Education programs for youth groups
- Mentors
- Preschool ATOD prevention programs
- Other, specify

3. Alternatives - This strategy provides participation in activities that exclude alcohol and other drugs. The purpose is to meet the needs filled by alcohol and other drugs with healthy activities, and to discourage the use of alcohol and drugs through these activities. Examples of this strategy include:

- Drug free dances and parties
- Youth/adult leadership activities
- Community drop-in centers
- Community service activities
- Outward Bound
- Recreation activities
- Other, specify

4. Problem Identification and Referral - This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted however, that this

strategy does not include any activity designed to determine if a person is in need of treatment. Examples of this strategy include:

- Employee Assistance Programs
- Student Assistance Programs
- Driving while under the influence/driving while intoxicated education programs
- Other, specify

5. Community-Based Process - This strategy provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning. Examples of this strategy include:

- Community and volunteer training, e.g., neighborhood action training, impactor training, staff/officials training
- Systematic planning
- Multi-agency coordination and collaboration/coalition
- Community team-building
- Accessing services and funding
- Other, specify

6. Environmental - This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing alcohol and other drug use by the general population. Examples of this strategy include:

- Promoting the establishment or review of alcohol, tobacco, and drug use policies in schools
- Guidance and technical assistance on monitoring enforcement governing availability and distribution of alcohol, tobacco, and other drugs
- Modifying alcohol and tobacco advertising practices
- Product pricing strategies
- Other, specify

C. Requirements Regarding HIV – 45 CFR §96.128

Funds may **not** be used for HIV early intervention programs/services.

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

When a subcontract is issued by the Contractor, conditions on prohibited expenditures **must** be adhered to and monitored by the Contractor. **Contractors are expected to develop a policy to ensure that all vendors/sub-contractors comply with all of the requirements.**

1. The program does **not** expend SUPTRS BG funds to make payments to intended recipients of health services.

2. The program does **not** expend SUPTRS BG funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
3. The program does **not** expend SUPTRS BG funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
4. The program does **not** expend SUPTRS BG funds to provide financial assistance to any entity other than a public or nonprofit private entity.
5. The program does **not** expend SUPTRS BG funds to provide individuals with hypodermic needles or syringes.
6. The program does **not** expend SUPTRS BG funds directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

E. Payment Schedule, 45 CFR §96.137

The Contractor must use the SUPTRS BG funds as the “payment of last resort.”

II. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

- A. In accordance with Contractor application goals, objectives, performance measures, reporting requirements and budget.
- B. The Department shall apply these conditions in determining the close of the contract. The amount of a subsequent audit adjustment on the funds in this contract shall be based upon these conditions.

III. Fiscal and Activity Reporting on the Use of the Additional Funds

Use of these funds shall be reported to the Department as directed by the Contract Administrator.

- A. All organizations and agencies that provide substance use disorder prevention services using SUPTRS BG funds must report fiscal, program, individual, and population data using the

Substance Abuse Prevention-Services Information System (SAP-SIS). Reports are due by the date specified in the annual numbered memo.

- B. Semi-annual program and progress reports on each program goal and objective including fiscal reports on budget line items shall be submitted to the Bureau of Prevention Treatment and Recovery (BPTR) per the schedule established with the Contract Administrator.
- C. An annual program report must be submitted to the BPTR within 30 days after the calendar year of program operations in a format provided by the BPTR.
- D. Failure to report these funds and the activities provided as specified above may result in the loss of these funds by the Contractor and their repayment by the Contractor to the Department.

IV. Availability of Funds

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

V. Subcontractors

Requirements herein stated apply to any sub-grants or sub-contractors. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The Contractors must inform the sub-grantees of the federal award information set forth herein and provide the sub-contractor the appropriate CFDA number.

VI. Additional Requirements - 42 USC § 300x–28,

A. Improvement of process for appropriate referrals for treatment.

With respect to individuals seeking treatment services, a funding agreement for a grant under section 300x–21 of this title is that the Contractor involved will improve (relative to fiscal year 1992) the process in the State for referring the individuals to treatment facilities that can provide to the individuals the treatment modality that is most appropriate for the individuals.

B. Continuing Education

With respect to any facility for treatment services or prevention activities [1] that is receiving amounts from a grant under section 300x–21 of this title, a funding agreement for a Contractor for a grant under such section is that continuing education in such services or activities (or both, as the case may be) will be made available to employees of the facility who provide the services or activities.

C. Coordination of Various Activities and Services

A funding agreement for a grant under section 300x–21 of this title and per 45CFR § 96.132(c) is that the State involved will coordinate prevention and treatment activities with the provision of other appropriate services (including health, social, correctional and criminal justice, educational, vocational rehabilitation, and employment services).

The Contractor shall coordinate prevention and treatment activities with the provision of other appropriate services (including health, social, correctional and criminal justice, educational, vocational rehabilitation, and employment services). In evaluating compliance with this section, the State will consider such factors as the existence of memoranda of understanding between various service providers/agencies and evidence that the Contractor has included prevention and treatment services coordination in its grants and contracts.

D. Allocation Regarding Primary Prevention Programs, 42 USC § 300x–22

A funding agreement for a grant under section 300x–21 of this title is that, in expending this grant, the Contractor involved—

(1) Will expend not less than 100 percent for programs for individuals who do not require treatment for substance use disorders, which programs—

- a. Educate and counsel the individuals on such disorders; and
- b. provide for activities to reduce the risk of such disorders by the individuals;

(2) Will, in carrying out paragraph (1)—

- a. Give priority to programs for populations that are at risk of developing a pattern of such disorders; and
- b. Ensure that programs receiving priority under subparagraph develop community-based strategies for the prevention of such disorders, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

Culturally and Linguistically Appropriate Services (CLAS) Standards

All grantees receiving funding from the Wisconsin Department of Health Services (DHS), Division of Care and Treatment Services (DCTS), Bureau of Prevention Treatment and Recovery (BPTR), are required to begin a process of implementing Culturally and Linguistically Appropriate Services (CLAS) Standards. BPTR will guide grantees through a multiyear implementation process. Please see below for background on the CLAS Standards implementation process and requirements associated with this grant.

State and federal guidance

As a state that receives federal funds to serve the residents of Wisconsin in the behavioral health area, DHS is also mandated by federal requirements under laws such as the Affordable Care Act, Civil Rights Act of 1964, and the Americans with Disabilities Act.

In agreements for the provision of services to clients, grantees must comply with all federal civil rights laws applicable to service delivery requirements. The grantee agrees to meet state and federal civil rights compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this agreement. All grantees must submit the appropriate CRC documentation within 15 working days of the award date of the agreement or contract in accordance with the procedures outlined on the DHS website: www.dhs.wisconsin.gov/civil-rights/index.htm.

The Substance Abuse and Mental Health Services Administrations requires implementation of the CLAS Standards.

The National CLAS Standards are a set of 15 action steps developed by the Office of Minority Health at the U.S. Department of Health and Human Services intended to advance health equity, improve the quality of services, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. For more information on the National CLAS Standards, visit: www.thinkculturalhealth.hhs.gov/clas.

CLAS Standards implementation

The goal of CLAS Standards implementation is to introduce CLAS Standards to BPTR grantees and encourage uptake of the CLAS model into grantees' policies, procedures, and practices. The following are BPTR's requirements for implementation upon initiation of an applicable contract.

- Grantees will form or repurpose a team, either at program level or agency level, dedicated to CLAS implementation including agency leadership and governance.
- Grantees are expected to complete the CLAS Standards Assessment Planning Tool to identify the current application of the CLAS Standards within the grantee's program or agency. Contract administrators will ask to review the assessment document during site visits.
- Grantees are expected to complete a corresponding implementation plan based on the results of the assessment, highlighting up to two CLAS Standards to implement. The implementation plan is part of the CLAS Standards Assessment Planning Tool. The grantee's plan is expected to be reviewed and updated each contract year. Contract administrators will ask to review the implementation plan during site visits.

Outcomes for CLAS Standards implementation

- Grantee agencies and program administrators and staff will have an improved understanding of the CLAS Standards.
- Grantee agencies and programs will consider the CLAS Standards when systematic or programmatic changes are made with the grantee agency or program.
- Grantees will show improved application and implementation of CLAS Standards from year to year.
- Grantee programs and agencies will be able to identify specific outcomes resulting from the implementation of CLAS Standards.

Questions related to the implementation of the CLAS Standards can be directed to the BPTR contract administrator who oversees your agency/program contract.

Documents, forms, and other information related to the CLAS Standards implementation requirement can be found at:

- Mental health services providers: www.dhs.wisconsin.gov/mh/index.htm
- Substance use services providers: www.dhs.wisconsin.gov/aoda/partner.htm

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

Year 2026

Profile: 550
 Division of Medicaid Services

Birth to 3 Program

It is further understood and agreed upon by both parties through this attachment to the CY 2026 “State and County Grant Award Contract for Social Services and Community Programs” that:

I. Funds Provided/Period covered

Funds in the amount identified in this Contract are provided for the period January 1, 2026, through December 31, 2026.

Payments through 6/30/26 are limited to 6/12ths of the contract with the balance paid after 7/1/26 based on reported costs up to the contract level.

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

- A. The Department of Health Services maintains direct administrative oversight of the Wisconsin Birth to 3 Program consistent with section 51.44 of the Wisconsin Statutes and Chapter DHS 90 of Wisconsin Administrative Code. The Department maintains the sole authority to provide administrative direction and issue policies, rules and regulations consistent with Part C of the Individuals with Disabilities Education Act (IDEA).
- B. County Birth to 3 Program agencies do not have the authority to change or disapprove any administrative decision of the Department or otherwise substitute their judgment with respect to the application of policies, procedures, rules, and regulations issued by the Department.
- C. The County agrees to comply with rules and regulations of Part C of the Individuals with Disabilities Education Act (IDEA), Chapter DHS 90 of the Wisconsin Administrative Code, and applicable Numbered or Information Memos and other policy communications specific to the Wisconsin Birth to 3 Program including the Birth to 3 Program Operations Guide.
- D. Funds made available to the County Administrative Lead Agency under the Birth to 3 Program are to be used to provide services consistent with the purposes, conditions and restrictions detailed in Part C of the Individuals with Disabilities Education Act (IDEA). Revised Part C IDEA Federal regulations, which were issued on September 28, 2011, are available at the following link: eCFR :: 34 CFR Part 303 -- Early Intervention Program for Infants and Toddlers with Disabilities.
- E. Counties providing services under this profile appendix must meet a fiscal maintenance of effort (MOE) requirement. The County may not contribute less funding for early intervention services than the County contributed for early intervention services established in 2014, or as determined by the Department, to meet their MOE requirement. Further information regarding meeting Birth to 3 (MOE) requirement, and any discrepancy requirements, is included in DMS Numbered Memo 2022-02.
- F. The County agrees to implement parental payments for the Birth to 3 Program as directed in Wisconsin Administrative Code Chapter DHS 90.

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

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

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

- A. Children and families served by the use of these funds shall be reported to the Department as outlined in the State and County Grant Award Contract for Social Services and Community Programs
- B. Additional reporting information on children and families served by the use of these funds shall be reported to the Department in the manner requested and in a timeline established by the Department.
- C. The County must report to the Department the total actual allowable expenses incurred by the county for eligible Birth to 3 participants on form F-20942A on the schedule outlined by the Department.
- D. The county must report to the Department the total gross expenditures by revenue source incurred by the county for eligible Birth to 3 participants on form F-22540 (formerly the HSRR) on the schedule outlined by the Department.
- E. Use of these funds shall be reported to the Department through the Grant Enrollment Application Reporting System (GEARS) Profile #550 and reported on forms as prescribed by the Department. Birth to 3 Program costs reported to Profile #550 should include all Birth to 3 expenditures charged to the grant, offset by revenues received from sources other than the grant, including but not limited to: Medicaid targeted case management, Medicaid early intervention services, parental fees, and private insurance.
- F. Use of these funds shall be reported on the "Early Intervention Fiscal Report" submitted by the County to the Department. Final 2026 year end reconciliation will be based on the information submitted in the "County Birth to 3 Program Fiscal Reconciliation Report" (F-00388) and GEARS. The County must submit a final fiscal report on Birth to 3 Program expenses, on a form provided by the Department, by March 31 of the following year.
- G. All information shall be entered into the Program Participation System (PPS) in a timely and accurate manner as required for the Federal Office of Special Education Programs (OSEP) reporting purposes or for use by the Department. The County must complete the end of the year data verification process for the Federal fiscal year data entered into PPS as directed by the Department.

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

IV. Payment Procedures

The Department shall pay these funds to the County in accordance with the State and County Grant Award Contract for Social Services and Community Programs.

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

Intoxicated Driver Program Supplemental Awards

It is further understood and agreed by both parties through this attachment to the CY 2026 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered

Funds are provided from the Driver Improvement Surcharge collected pursuant to Wis. Stat. § 346.655,. Contract period is January 1, 2026, through December 31, 2026.

The total value of the Contract may be amended at any point in its duration. An amendment to 2026 County Appendix from the Division of Care and Treatment Services Administrator will constitute agreement that the contract has been amended to the new value.

Wis. Stat. § 20.435(5)(hy) appropriates funds for county departments under s. 51.42 and to approved tribal treatment facilities, as defined in s. 51.01 (2c), for drivers referred through assessment. Counties may apply for these funds to offset their deficits. The Division of Care and Treatment Services will issue a numbered memo in the fall of each year when the revenue is made available to request these funds. The allocation for each county will initially be \$0. After the completion of the request for application process, the Division will provide contract amendments to each county awarded the supplemental funds.

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

- A. These funds are to cover costs resulting in an unanticipated deficit for the treatment services of impaired drivers. Intoxicated Driver Program (IDP) supplemental funding requests have been reduced based on an analysis of IDP client treatment costs and available funding.
- B. IDP clients are to be identified in the Program Participation System (PPS) as (16) Intoxicated Driver Program (IDP) Supplemental Funded in the Target Group field so that NOMS performance outcomes can be obtained.
- C. Counties and approved tribal treatment facilities must demonstrate a good faith effort to collect surcharges, third party revenues and client fees.

III. Payment Procedures

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

IV. Additional Requirements

The county agency in receipt of this funding will comply with Culturally and Linguistically Appropriate Services (CLAS) Standards Special Requirements. More information regarding the CLAS Standards Special Requirements will be provided by the BPTR Contract Administrator.

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Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:

45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

21 U.S.C. §§ 812(c)(10): Schedules of controlled substances

21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

Culturally and Linguistically Appropriate Services (CLAS) Standards

All grantees receiving funding from the Wisconsin Department of Health Services (DHS), Division of Care and Treatment Services (DCTS), Bureau of Prevention Treatment and Recovery (BPTR), are required to begin a process of implementing Culturally and Linguistically Appropriate Services (CLAS) Standards. BPTR will guide grantees through a multiyear implementation process. Please see below for background on the CLAS Standards implementation process and requirements associated with this grant.

State and federal guidance

As a state that receives federal funds to serve the residents of Wisconsin in the behavioral health area, DHS is also mandated by federal requirements under laws such as the Affordable Care Act, Civil Rights Act of 1964, and the Americans with Disabilities Act.

In agreements for the provision of services to clients, grantees must comply with all federal civil rights laws applicable to service delivery requirements. The grantee agrees to meet state and federal civil rights compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this agreement. All grantees must submit the appropriate CRC documentation within 15 working days of the award date of the agreement or contract in accordance with the procedures outlined on the DHS website: www.dhs.wisconsin.gov/civil-rights/index.htm.

The Substance Abuse and Mental Health Services Administrations requires implementation of the CLAS Standards.

The National CLAS Standards are a set of 15 action steps developed by the Office of Minority Health at the U.S. Department of Health and Human Services intended to advance health equity, improve the quality of services, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. For more information on the National CLAS Standards, visit: www.thinkculturalhealth.hhs.gov/clas.

CLAS Standards implementation

The goal of CLAS Standards implementation is to introduce CLAS Standards to BPTR grantees and encourage uptake of the CLAS model into grantees' policies, procedures, and practices. The following are BPTR's requirements for implementation upon initiation of an applicable contract.

- Grantees will form or repurpose a team, either at program level or agency level, dedicated to CLAS implementation including agency leadership and governance.
- Grantees are expected to complete the CLAS Standards Assessment Planning Tool to identify the current application of the CLAS Standards within the grantee's program or agency. Contract administrators will ask to review the assessment document during site visits.
- Grantees are expected to complete a corresponding implementation plan based on the results of the assessment, highlighting up to two CLAS Standards to implement. The implementation plan is part of the CLAS Standards Assessment Planning Tool. The grantee's plan is expected to be reviewed and updated each contract year. Contract administrators will ask to review the implementation plan during site visits.

Outcomes for CLAS Standards implementation

- Grantee agencies and program administrators and staff will have an improved understanding of the CLAS Standards.
- Grantee agencies and programs will consider the CLAS Standards when systematic or programmatic changes are made with the grantee agency or program.
- Grantees will show improved application and implementation of CLAS Standards from year to year.
- Grantee programs and agencies will be able to identify specific outcomes resulting from the implementation of CLAS Standards.

Questions related to the implementation of the CLAS Standards can be directed to the BPTR contract administrator who oversees your agency/program contract.

Documents, forms, and other information related to the CLAS Standards implementation requirement can be found at:

- Mental health services providers: www.dhs.wisconsin.gov/mh/index.htm
- Substance use services providers: www.dhs.wisconsin.gov/aoda/partner.htm

Community Mental Health Services Block Grant (CMHSBG)

I. Funds Provided/Period Covered

Funds in the amount identified in this Contract are provided from the Federal Community Mental Health Services Block Grant (100%, Assistance Listing 93.958) and for the period January 1, 2026, through December 31, 2026. Reference the attached CMHSBG Special Requirements for further detail on the use of these funds.

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

These funds may be used by the County only for the purposes under the service conditions described in the Division of Care and Treatment Services (DCTS) Action Memo 2025-04: Community Mental Health Services Block Grant – Community Aids Formula Allocation and Reporting Requirements.

A. Adults with SMI and Children with SED

These funds can only be used to provide mental health services for adults with serious mental illness (SMI) and/or children with severe emotional disorders (SED) according to the definitions in the DCTS Action Memo 2025-04. The definition of adults with SMI is:

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

B. The definition of children with SED:

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

C. Priority Program Areas

The Bureau of Prevention Treatment and Recovery (BPTR) has identified program priority areas to which counties can apply these funds. The DCTS Action Memo 2025-04 includes the complete definitions of these priority program areas that should be followed. The list of priority program areas includes:

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

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

D. Priority Target Population – Individuals who are Homeless

For CY 2026, the continuing priority for the BPTR is to improve efforts to serve persons with a serious mental illness who are homeless. These CMHSBG funds should be used to assist individuals with a SMI who are homeless through immediate County action in the form of direct mental health services. If immediate services cannot be provided, the County and/or vendor/subcontractor will give priority placement on a waiting list to individuals who are homeless and provide interim services until they can be fully enrolled into services.

The primary objective of prioritizing persons with a serious mental illness who are homeless is to provide better access to all mainstream mental health services. Thus, the funds can be dedicated to any of the nine priority program areas listed in the DCTS Action Memo 2025-04 **DCTS Numbered Memo 2023-03 Action** to provide mental health services to persons with a serious mental illness who are homeless.

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

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

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

III. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following conditions:

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

Section 1916:

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

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

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

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

- A. These additional funds must be reported to the Department on the F-00642 Profile #569 according to the schedule in the State and County Contract.
- B. An annual Community Mental Health Services Block Grant Report of final 2026 expenditures by program category is due by May 1, 2027. A report format will be provided to the County. A final report of 2025 expenditures by program category is due May 1, 2026. Further information on this report will be communicated through an action memo in early 2026.
- C. Submit to the Department, any reports necessary to comply with the regulations under 42 USC 300-52.
- D. Data Reporting

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

Agencies receiving CMHSBG funds shall report and use data on federally required National Outcome Measures (NOMS) in accordance with guidelines provided through the Program Participant System (PPS) Mental Health data system. In calendar year 2026, NOMS reporting will be required to receive the full allocation of CMHSBG funds. In calendar year 2026, county agencies are required to have in place the mechanisms to report timely, accurate, and complete NOMS data. If the State should receive a reduction in the 2025 CMHSBG allocation due to failure to report NOMS, counties that have not met the NOMS reporting requirements may be subject to a funding reduction and required to refund part of payments already made.

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

V. Payment Procedures

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

VI. Additional Requirements

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

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The county agency in receipt of this funding will comply with Culturally and Linguistically Appropriate Services (CLAS) Standards Special Requirements. More information regarding the CLAS Standards Special Requirements will be provided by the BPTR Contract Administrator.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:

45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

21 U.S.C. §§ 812(c)(10): Schedules of controlled substances

21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

Special Requirements

Community Mental Health Services Block Grant (CMHSBG)

This contract is funded utilizing Community Mental Health Services Block Grant (CMHSBG) funds (CFDA Number 93.958). Contractors receiving these funds, and any sub-recipients of these funds, are required to be in compliance with the below requirements, including Federal law 42 USC 300x-1 to 300x-66 (<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title42/pdf/USCODE-2011-title42-chap6A-subchapXVII-partB.pdf>; <http://www.gpo.gov/fdsys/pkg/USCODE-2011-title42/html/USCODE-2011-title42-chap6A-subchapXVII-partB.htm>).

Contractors must monitor compliance with these requirements. In addition, information regarding this funding source, the requirements of the funding, and the CFDA number must be included and referenced in any subcontract in which these funds are included. Contractors are required to monitor compliance with these requirements with any subcontracted entities.

CMHSBG dollars are to be utilized as a payment of last resort. Other funds first must first be utilized when available.

CMHSBG dollars must be used to provide comprehensive community mental health services to adults with a Serious Mental Illness (SMI) or children with a Serious Emotional Disturbance (SED).

Definitions of Children and Adolescents with Severe Emotional Disturbance (SED)

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

Definition of Adults with a Serious Mental Illness (SMI)

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

42 USC 300x-5. Restrictions on use of payments

(a) In general

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

- (1) to provide inpatient services;
- (2) to make cash payments to intended recipients of health services;
- (3) to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

- (4) to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; or
- (5) to provide financial assistance to any entity other than a public or nonprofit private entity.

(b) Limitation on administrative expenses

A funding agreement for a grant under section 300x of this title is that the State involved will not expend more than 5 percent of the grant for administrative expenses with respect to the grant.

42 USC 300x–53. Additional requirements

(a) In general

A funding agreement for a grant under section 300x or 300x–21 of this title is that the State involved will—

- (1)(A) for the fiscal year for which the grant involved is provided, provide for independent peer review to assess the quality, appropriateness, and efficacy of treatment services provided in the State to individuals under the program involved; and
- (B) ensure that, in the conduct of such peer review, not fewer than 5 percent of the entities providing services in the State under such program are reviewed (which 5 percent is representative of the total population of such entities);
- (2) permit and cooperate with Federal investigations undertaken in accordance with section 300x–55 of this title; and
- (3) provide to the Secretary any data required by the Secretary pursuant to section 290aa–4 of this title and will cooperate with the Secretary in the development of uniform criteria for the collection of data pursuant to such section.

(b) Patient records

The Secretary may make a grant under section 300x or 300x–21 of this title only if the State involved has in effect a system to protect from inappropriate disclosure patient records maintained by the State in connection with an activity funded under the program involved or by any entity which is receiving amounts from the grant.

42 USC 300x–56. Prohibitions regarding receipt of funds

(a) Establishment

(1) Certain false statements and representations

A person shall not knowingly and willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or services for which payments may be made by a State from a grant made to the State under section 300x or 300x–21 of this title.

(2) Concealing or failing to disclose certain events

A person with knowledge of the occurrence of any event affecting the initial or continued right of the person to receive any payments from a grant made to a State under section 300x or 300x–21 of this title shall not conceal or fail to disclose any such event with an intent fraudulently to secure such payment either in a greater amount than is due or when no such amount is due.

(b) Criminal penalty for violation of prohibition

Any person who violates any prohibition established in subsection (a) of this section shall for each violation be fined in accordance with title 18 or imprisoned for not more than 5 years, or both.

42 USC 300x–57. Nondiscrimination

(a) In general

(1) Rule of construction regarding certain civil rights laws

For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.], on the basis of handicap under section 504 of the Rehabilitation Act of 1973 [29 U.S.C. 794], on the basis of sex under title IX of the Education Amendments of 1972 [20 U.S.C. 1681 et seq.], or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], programs and activities funded in whole or in part with funds made available under section 300x or 300x–21 of this title shall be considered to be programs and activities receiving Federal financial assistance.

(2) Prohibition

No person shall on the ground of sex (including, in the case of a woman, on the ground that the woman is pregnant), or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x–21 of this title.

(b) Enforcement

(1) Referrals to Attorney General after notice

Whenever the Secretary finds that a State, or an entity that has received a payment pursuant to section 300x or 300x–21 of this title, has failed to comply with a provision of law referred to in subsection (a)(1) of this section, with subsection (a)(2) of this section, or with an applicable regulation (including one prescribed to carry out subsection (a)(2) of this section), the Secretary shall notify the chief executive officer of the State and shall request the chief executive officer to secure compliance. If within a reasonable period of time, not to exceed 60 days, the chief executive officer fails or refuses to secure compliance, the Secretary may—

(A) refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted;

(B) exercise the powers and functions provided by 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. 794], title IX of the Education Amendments of 1972 [20 U.S.C. 1681 et seq.], or title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], as may be applicable; or

(C) take such other actions as may be authorized by law.

(2) Authority of Attorney General

When a matter is referred to the Attorney General pursuant to paragraph (1)(A), or whenever the Attorney General has reason to believe that a State or an entity is engaged in a pattern or practice in violation of a provision of law referred to in subsection (a)(1) of this section or in violation of subsection (a)(2) of this section, the Attorney General may bring a civil action in any appropriate district court of the United States for such relief as may be appropriate, including injunctive relief.

42 USC 300x–66. Services for individuals with co-occurring disorders

States may use funds available for treatment under sections 300x and 300x–21 of this title to treat persons with co-occurring substance abuse and mental disorders as long as funds available under such sections are used for the purposes for which they were authorized by law and can be tracked for accounting purposes.

Prohibition of Marijuana Treatment

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

Culturally and Linguistically Appropriate Services (CLAS) Standards

All grantees receiving funding from the Wisconsin Department of Health Services (DHS), Division of Care and Treatment Services (DCTS), Bureau of Prevention Treatment and Recovery (BPTR), are required to begin a process of implementing Culturally and Linguistically Appropriate Services (CLAS) Standards. BPTR will guide grantees through a multiyear implementation process. Please see below for background on the CLAS Standards implementation process and requirements associated with this grant.

State and federal guidance

As a state that receives federal funds to serve the residents of Wisconsin in the behavioral health area, DHS is also mandated by federal requirements under laws such as the Affordable Care Act, Civil Rights Act of 1964, and the Americans with Disabilities Act.

In agreements for the provision of services to clients, grantees must comply with all federal civil rights laws applicable to service delivery requirements. The grantee agrees to meet state and federal civil rights compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this agreement. All grantees must submit the appropriate CRC documentation within 15 working days of the award date of the agreement or contract in accordance with the procedures outlined on the DHS website: www.dhs.wisconsin.gov/civil-rights/index.htm.

The Substance Abuse and Mental Health Services Administrations requires implementation of the CLAS Standards.

The National CLAS Standards are a set of 15 action steps developed by the Office of Minority Health at the U.S. Department of Health and Human Services intended to advance health equity, improve the quality of services, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. For more information on the National CLAS Standards, visit: www.thinkculturalhealth.hhs.gov/clas.

CLAS Standards implementation

The goal of CLAS Standards implementation is to introduce CLAS Standards to BPTR grantees and encourage uptake of the CLAS model into grantees' policies, procedures, and practices. The following are BPTR's requirements for implementation upon initiation of an applicable contract.

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- Grantees are expected to complete a corresponding implementation plan based on the results of the assessment, highlighting up to two CLAS Standards to implement. The implementation plan is part of the CLAS Standards Assessment Planning Tool. The grantee's plan is expected to be reviewed and updated each contract year. Contract administrators will ask to review the implementation plan during site visits.

Outcomes for CLAS Standards implementation

- Grantee agencies and program administrators and staff will have an improved understanding of the CLAS Standards.
- Grantee agencies and programs will consider the CLAS Standards when systematic or programmatic changes are made with the grantee agency or program.
- Grantees will show improved application and implementation of CLAS Standards from year to year.
- Grantee programs and agencies will be able to identify specific outcomes resulting from the implementation of CLAS Standards.

Questions related to the implementation of the CLAS Standards can be directed to the BPTR contract administrator who oversees your agency/program contract.

Documents, forms, and other information related to the CLAS Standards implementation requirement can be found at:

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

Year 2026-40AM

Profile:
 876 877 878
 882 923
 Appendix # 40AM
 DOA Grant Exemption #129
 Division of Medicaid Services

Children's Long-Term Support (CLTS) Program

It is further understood and agreed by both parties, through this attachment to the CY 2026 "State and County Contract Covering Social Services and Community Programs," that both parties shall comply with all provisions set forth in this Contract regarding the Children's Long-Term Support Program, hereinafter referred to as CLTS.

I. Funds Provided/Period Covered

Authorization of CLTS services: The County is granted authority to authorize payment for CLTS services occurring during the period of January 1, 2026 through December 31, 2026.

The Department will pay for all allowable CLTS services provided to eligible CLTS participants through the Department's contracted fiscal agent vendor.

Funding Period and Amount: Administrative funds identified in this contract are provided for the period January 1, 2026 through December 31, 2026.

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

II. Purpose and Conditions on the Use of Funds

CLTS Service Expenditures:

The Department will pay for all allowable CLTS services provided to CLTS participants through the contracted fiscal agent vendor. In accordance with Wis. Stat. s. 46.995 and supporting Department numbered memos, the County may be required to contribute locally controlled nonfederal funding towards the purchase of CLTS services in what's referred to as a maintenance of effort (MOE) requirement. The County is not required to contribute locally controlled funding above their CLTS MOE requirement. Locally controlled funding is defined as Children's Community Options Program (CCOP), Basic County Allocation (BCA), or County Tax Levy funding used as the nonfederal match funding for CLTS service expenses.

CLTS Administration Funds (GEARS Profiles: 876, 877, 878)

CLTS administrative funds are allocated to the County based on the following methodology:

The Department will reimburse the County for appropriately allocated expenditures associated with the local operation and administration of CLTS up to, or equal to, the County's CLTS Administrative allocation. Expenditures claimed against the CLTS administrative allocations must adhere to an appropriate cost allocation methodology and be supportable by the DHS Allowable Cost Policy Manual. The CLTS administrative allocation may not be used to reimburse the County for CLTS expenditures that are reimbursable through other methods. Administrative expenses that exceed 7 percent of actual allowable CLTS service expenditures are not allowable without approval by the Department.

III. Conditions on the Earning and Use of Funds

The County may authorize CLTS services for payment and may use CLTS administrative funds in accordance with the following conditions:

- A. The County agrees to comply with CLTS requirements, as Federally approved by the Centers for Medicare & Medicaid Services (CMS), according to the Social Security Act s. 1915(c) and s. 1915(b)(4) (https://www.ssa.gov/OP_Home/ssact/title19/1915.htm), and the Home and Community-Based Services requirements found in federal rule. The Department of Health Services, the State Medicaid Agency, maintains direct administrative oversight of the CLTS Program consistent with 42 CFR §431.10(e). The Department maintains the sole authority to provide administrative direction and issue policies, rules and regulations. County waiver agencies do not have the authority to change or overrule any administrative decision of the State Medicaid Agency or otherwise substitute their judgment with respect to the application of policies, procedures, rules, and regulations issued by the State Medicaid Agency. The County also agrees to comply with Wis. Stat. s. 46.272 Stats, 2001 Wisconsin Act 16 section 9123 (16rs), Wis. Stat. s. 46.995, the Medicaid Home and Community-Based Services (HCBS) Waiver Manual for the CLTS Waiver Program (P-02256), applicable Numbered or Information Memos and other policy communications specific to CLTS.
- B. The Department will only pay for prior authorized services for eligible participants who meet functional, financial and non-financial requirements for CLTS and have an approved Individualized Service Plan (ISP).
- C. Each CLTS participant shall receive service and support coordination provided by qualified employees of the County or County sub-contractor. Each CLTS participant will be given a choice of qualified and willing providers for delivery of all other covered CLTS services.
- D. The County shall have capacity to ensure each CLTS participant has timely access to support and service coordination, according to the requirements Federally approved by CMS under s. 1915(b)(4). The Department agrees to work with the County if and when the County has difficulty in maintaining sufficient capacity. If the Department determines the County has failed to meet enrollment timelines required by the Medicaid Home and Community-Based Services (HCBS) Waiver as specified in the HCBS Waiver Manual for the CLTS Waiver Program (P-02256), the Department may, in its sole discretion, impose one or more of the following remedial actions and sanctions: issue a Corrective Action Plan directive, require the County to pay a non-compliance penalty to the Department, or withhold the County's CLTS administrative allocation.
- E. CLTS service providers may not be reimbursed for CLTS services while a participant receives MA-funded services in an inpatient setting without Department approval; such settings include general hospitals, skilled nursing facilities (SNFs), intermediate care facilities (ICFs,) or Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID).
- F. The County must coordinate with other Wisconsin county agencies operating CLTS to ensure there is no lapse or involuntary discontinuation of CLTS enrollment when the CLTS participant moves to a different Wisconsin county.
- G. The County agrees to implement parental payment liability fees for CLTS as directed by Ch. DHS 1 of the Administrative Code and as outlined in the Medicaid Home and Community-Based Services (HCBS) Waiver Manual for the CLTS Waiver Program (P-02256).
- H. The County authorizing CLTS services or receiving administrative funding under this profile must operate CLTS for all eligible individuals as per the federally approved requirements established by the Centers for Medicare & Medicaid Services.
- I. The County will provide, upon request from persons applying for or participating in CLTS and/or to their representatives who have permission or legal authority, copies of records within a timely manner. When records are requested in response to a complaint, grievance or appeal, the records will be provided by the County at no cost to the participant or representative. The County may recoup the actual cost of providing copies of records as "CLTS Administrative Expenses" as defined in this Profile.
- J. The County will share information with the Department as requested.
- K. Failure to meet these purposes and conditions or requirements specified in s. 1915(c), 1915(b)(4), the Medicaid Home and Community-Based (HCBS) Waiver Manual for the CLTS Waiver Program (P-02256), or applicable Numbered or Information Memos and other policy communications specific to CLTS may result in the loss of administrative funds and/or repayment of unallowable services from the service provider.

IV. Fiscal and Client Reporting Requirements

The County shall make the following reports as a condition of authorizing CLTS services and receiving CLTS administrative funds:

- A. **FISCAL AGENT REQUIREMENTS:** The County is required to pre-authorize all participant services by submitting service authorizations to the Department's contracted fiscal agent in a manner that is consistent with Medicaid Management Information System (MMIS) reporting requirements.
- B. **FINANCIAL REPORTING ON FORM 20942A - EXPENSE REPORT FOR HUMAN SERVICE PROGRAMS:** The County must report to the Department the total actual allowable expenses incurred for all County-provided services for eligible CLTS participants on form 20942A according to the schedule in the State/County Contract.
- C. **FINANCIAL REPORTING ON FORM F-22540 (FORMERLY THE HSRR) - HUMAN SERVICES REVENUE REPORT:** The County must report to the Department the total actual revenue received for all County-provided services for eligible CLTS participants on form F-22540 according to the schedule in the State/County Contract.
- D. **ANNUAL RECONCILIATION USING THE CLTS WARP TOOL:** The County must reconcile all CLTS expenditures incurred during the contract period and paid before an annually established CLTS cut-off date. Reconciled expenditures must be reported via the CLTS Waiver Administrative Reimbursement Process (WARP) Tool, a web-based cost report. CLTS service claim payments may be subject to adjustment to align with the County's reconciled service claims.
- E. **GRANT ENROLLMENT APPLICATION REPORTING SYSTEM (GEARS) :** CLTS administrative contract allocations and reimbursements, CLTS parental payment liabilities, and CLTS cost shares will be represented on the following GEARS profiles. No prepayments will be made on any of the profiles listed in this Profile.

CLTS Administrative Expenses:

The County will see their CLTS administrative allocations represented on GEARS profiles 877 and 878. The County will be reimbursed for CLTS administrative expenses through GEARS reporting. Counties must report allowable CLTS administrative expenses to GEARS reporting profile 876. The Federal match for CLTS administrative expenses will be reflected on GEARS profile 878 and the nonfederal match for CLTS administrative expenses will be reflected on GEARS profile 877. The County should not report administrative expenses directly to GEARS profiles 877 or 878 without the Department's approval. CLTS administrative expenses receive the federal Medicaid administrative match rate of 50 percent (50%). Any otherwise allowable administrative expenses in excess of CLTS program administrative allocation amounts will not be reimbursed without approval by the Department.

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GEARS CLTS administrative expense profiles (reimbursable)	
Reporting Profile (from County reporting)	Payment Profiles (Administrative FMAP applied)
Profile 876: CLTS WAIVER CWA ADMIN	Profile 877: CLTS WAIVER CWA ADMIN GPR
	Profile 878: CLTS WAIVER CWA ADMIN FED

Parental Payment Liabilities:

The County must report parental payment liabilities collected on behalf of the CLTS Program to GEARS. Parental payment liabilities corresponding to Department-funded CLTS services, as appropriate, are reported to GEARS profile 882.

Cost Shares:

The County must report CLTS cost share obligations during the CLTS reconciliation using the CLTS WARP Tool. CLTS cost shares reported during reconciliation will be applied by the Department to GEARS profile 923. The County should not report to GEARS profile 923 without Department approval.

Reconciliation Adjustments:

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

V. Payment Procedures

No prepayments are made for funds included in this Profile. Prior authorized CLTS provider claims are processed and paid through the Department’s contracted fiscal agent vendor. CLTS service claims are not reimbursed under the County GEARS process. All other County responsibilities remain in effect. County reported administrative expenses will be paid on a monthly basis through GEARS. GEARS payments through 06/30/2026 are limited to 6/12ths of the contract with the balance paid after 07/01/2026 based on reported allowable expenses up to the contract level for the non-Federal line only.

CLTS Maintenance of Effort (MOE) Contributions:

Wis Stat. s. 46.995 requires the County to maintain a specified level of contribution for CLTS. The County will provide this contribution through a single, lump sum, direct payment to the Department. The Department will request this lump-sum payment via an invoice issued during the third quarter of the contract year. If the County does not make the required total payment the Department will reduce the County's Basic County Allocation (BCA) to cover the CLTS MOE contribution. In the event the County selects or defaults to having the County's BCA reduced and available BCA is insufficient to fully fund the CLTS MOE contribution amount, the County payment obligation will be met by reducing other Department payments through GEARS in current or future years.

CLTS MOE contributions may be reported to GEARS profile 377 (Children's Community Options Program) or to GEARS profile 561 (Basic County Allocation) as allowable and reimbursable expenditures.

STATE OF WISCONSIN
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Year 2026-40AM

Parental Payments:

Parental payment liabilities collected by the County on behalf of CLTS participants are transferred to the Department through a GEARS recovery on the parental payments reported to GEARS profile 882.

Cost Share Collections:

CLTS participant cost share obligations will be transferred from the County to the Department through a GEARS recovery based upon year-end reconciliation reporting to GEARS profile 923 initiated by the Department.

Reimbursement for Emergency Detention Services Provided to Non-Wisconsin Residents

It is further understood and agreed by both parties through this attachment to the CY 2026 “State and County Contract Covering Social Services and Community Programs” that:

I. Funds Provided/Period Covered

Funds will be approved on a monthly basis.

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

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

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

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

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

III. Fiscal Conditions on the Earning of the Additional Funds

To receive Department authorization for reimbursement of emergency detention services, the procedures under s. 51.20 (7), Stats. must be followed. Form F-20572, “Request for State Public Funding for Non-Residents” (attached), has been revised and must be used to request approval for reimbursement. The F-20572 form is available in an electronic version that can be obtained on the Department’s web site at <http://www.dhs.wisconsin.gov/forms/index.htm>. This electronic version may be easily completed on a computer by filling in the electronic field for each item on the form. The revised form may also be completed manually.

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

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

Reimbursement of these additional funds and the clients served by them will be made on GEARS Profile 931. Additional reporting to GEARS is not required.

V. Payment Procedures

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

IV. Additional Requirements

The county agency in receipt of this funding will comply with Culturally and Linguistically Appropriate Services (CLAS) Standards Special Requirements. More information regarding the CLAS Standards Special Requirements will be provided by the BPTR Contract Administrator.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:

45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

21 U.S.C. §§ 812(c)(10): Schedules of controlled substances

21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

**Federal and State Aging Programs
Dane County
Department of Human Services**

It is further understood and agreed by both parties through this attachment to the CY 2026 "State and County Contract Covering Aging Program Services" that:

I. Funds Provided/Period Covered

Funds in the amount identified in this contract are provided for the period January 1, 2026, through December 31, 2026.

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

These additional funds may be used by the County according to ss.46.80, 46.81, 46.85, 46.87, and 46.90 and as provided by the Older Americans Act of 1965 as amended, Federal Regulations Title 45 CFR Part 1328, Wisconsin Aging Network Policies and Procedures Manual, and the Dane Human Services County Plan for Older People 2025 through 2027.

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

III. Fiscal Conditions on the Earning of the Additional Funds

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

In accordance with the County's distinct program budgets and the State law and rules for the individual programs.

B. Use of funds is also conditioned by the following:

The Bureau of Aging & Disability Resources approval of the Dane Human Services County Plan for Older People 2025 through 2027.

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

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

These additional funds and the clients served by them must be reported to the Department by submitting the following reports:

A. Expenditures must be reported using Form No. F-00642 (05/2023) Grant Enrollment, Application, & Reporting System (GEARS)

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

Year 2026

PROFILE ID#: 560321	ALN: 435-560321	\$55,710
PROFILE ID#: 560300	ALN: 93.044, 93.045, 93.052	\$140,655
PROFILE ID#: 560330	ALN: 435-560330	\$13,702
PROFILE ID#: 560338	ALN: 93.044	\$19,564
PROFILE ID#: 560340	ALN: 93.044	\$371,711
PROFILE ID#: 560355	ALN: 93.045/435-560355	\$939,239
PROFILE ID#: 560360	ALN: 93.045/435-560360	\$408,974
PROFILE ID#: 560490	ALN: 435-560490	\$126,394
PROFILE ID#: 560510	ALN: 93.043	\$30,570
PROFILE ID#: 560520	ALN: 93.052	\$170,745
PROFILE ID#: 521729	ALN: 435-521729	\$4,753
PROFILE ID# 000381	ALN: 435-381	\$189,580
PROFILE ID# 000312	ALN: 435-312	\$418,585

For profiles with Federal funding, funding controls will be used to prevent disbursement of the Federal allocation until a Notice of Award is received by the Department from the Federal Department of Health & Human Services.

- B. Wisconsin Aging Financial Report the FR180A is due May 31, 2026, August 31, 2026, and December 5, 2026.
- C. Wisconsin Aging Financial Report the FAR180B is due May 31, 2026 and December 31, 2026.
- D. "Title III Service Summary Report" the (Semi-Annual Aging Reports) is due semi-annually with amended final reports if necessary.

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

V. Payment Procedures

Payment shall be made in accordance with the State/County contract. Conditions for the payments to begin other than the execution of this Contract, will be the fulfillment of the conditions specified under Section 3.0 of the contract.

Exhibit 4: Dane County Reservation of Rights

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.

DEPARTMENT OF HEALTH SERVICES

Division of Enterprise Services

F-00759 (06/2020)

Contract Name: State County Grant Award Contract

Contract Number: 435SCA-G26-13-10

STATE OF WISCONSIN

BUSINESS ASSOCIATE AGREEMENT

With Contract

This Business Associate Agreement, herein referred to as "Agreement", is incorporated into the Underlying Contract which is referenced above as the Contract Name and Contract Number and is made between the Wisconsin Department of Health Services ("Covered Entity"), and Dane County DSS/HSD/CAA ("Business Associate"), collectively the "Parties."

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

The activities described in Exhibit 3 of the 2026 State County Grant Award Contract.

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

1. DEFINITIONS

For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

"Qualified Service Organization Agreement" shall have the same meaning as defined in 42 CFR 2.12(c)(4).

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any Protected Health Information (PHI) except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement. Business Associate is not authorized to create de-identified information from PHI unless approved by the Covered Entity.
- b. To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by 42 CFR Part 2, Business Associate acknowledges and agrees that it is a Qualified Service Organization for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

Protected health information includes records per 42 CFR 2.11, created by, received, or acquired by a Part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, both paper and electronic records. Check one that applies: ☐ No ☒ Yes

- c. Business Associate shall not request, use, or disclose more than the minimum amount of Protected Health Information necessary to accomplish the purpose of the use or disclosure.
- d. In the event that Business Associate is to carry out one or more Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements apply to Covered Entity in the performance of such obligations.
- e. Business Associate shall inform the Covered Entity if it or its subcontractors will perform any work outside the U.S. that involves access to, or the disclosure of, Protected Health Information.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

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

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

- a. **Reporting to Covered Entity.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax, within five business days of any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI in accordance with 45 CFR Subpart D of 45 CFR 164 ("Breach Notification Rule"), and any successful security incident, of which it becomes aware. Business Associate shall cooperate at all times with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for reasonable costs incurred by Covered Entity for those activities to the extent allowed per Wisconsin law. Any failure or refusal by the Business Associate to cooperate at all times with the Covered Entity's investigation, analysis, notification, or mitigation activities shall be considered a breach of this Agreement whereby the Covered Entity shall have the right to pursue any and all legal action(s) due to such breach(s) of this Agreement.
 - i. The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate or, by exercising reasonable diligence would have been known to the Business Associate.
 - ii. Notification shall be provided to one of the contact persons as listed in section 4.c.
- b. **Mitigation of Harmful Effects.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss of Protected Health Information (PHI). The Business Associate shall cooperate with the Covered Entity's efforts to seek appropriate injunctive relief and otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan.
- c. **Covered Entity Contact Information.** To direct communications to above-referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

DHS Program Manager:

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

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

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

6. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any Protected Health Information held by the Business Associate, which Covered Entity has

determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity, or (as directed by Covered Entity) to an individual, in order to meet requirements under the Privacy Rule.

7. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

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

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

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

9. INTERNAL PRACTICES

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

10. JUDICIAL AND ADMINISTRATIVE PROCEEDINGS

In the event Business Associate receives a subpoena(s), court or administrative order(s) or other discovery request(s) or mandate(s) for release of PHI, the Business Associate shall consult with the Covered entity regarding its response(s) to such request(s). Business Associate shall notify Covered Entity of the request(s) as soon as reasonably practicable, but in any event within five (5) calendar days of receipt of such request(s).

11. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - i. Exercise any of its rights to reports, access, and inspection under this Agreement;
 - ii. Require the Business Associate within a 30 calendar day period to cure the breach(s) or end the violation(s);
 - iii. Terminate this Agreement if the Business Associate does not cure the breach(s) or end the violation(s) within the time specified by the Covered Entity;
 - iv. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either 11.a.ii. or 11.a.iii, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation(s) and the action(s) that the Covered Entity intends to pursue.

12. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

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

- a. Return to the Covered Entity or at the Covered Entity's direction, destroy all Protected Health Information and any compilation of Protected Health Information in any media or form, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate's subcontractor(s) and agent(s) of the Business Associate. Business Associate and subcontractor(s) of Business Associate shall retain no copies in whole or in part of PHI. The Business Associate agrees to complete the return or destruction of all Protected Health Information within the time limit as specified by the Covered Entity, but not more than **30** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all Protected Health Information has been completed.
- b. If the Business Associate believes that the return or destruction of Protected Health Information is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate determines that return or destruction of Protected Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to Protected Health Information and prohibit further uses or disclosures of the Protected Health Information of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any Protected Health Information subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

13. COMPLIANCE WITH STATE LAW

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

14. MISCELLANEOUS PROVISIONS

- a. **Indemnification for Breach.** Business Associate shall, to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident arising from the acquisition, access, use, or disclosure of Protected Health Information by the Business Associate in a manner not permitted under HIPAA Rules.
- b. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be owner of any PHI created or received by Business Associate on behalf of Covered Entity.
- c. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
- d. **Independent Contractor Status.** For the purposes of this Agreement, Business Associate is an independent contractor of Covered entity and shall not be considered an agent of Covered Entity.
- e. **Automatic Amendment.** This Agreement shall automatically and retroactively incorporate any change or modification of applicable state or federal law(s) as of the effective date of such change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law(s).
- f. **Interpretation of Terms and Conditions of Agreement.** Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law(s).
- g. **Survival.** All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

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

COVERED ENTITY

SIGNATURE – Covered Entity Representative		Date Signed
Print Name	Title	

COVERED ENTITY

SIGNATURE – Covered Entity Representative		Date Signed
Print Name	Title	

BUSINESS ASSOCIATE

SIGNATURE – Business Associate Representative		Date Signed
Print Name Melissa Agard	Title Dane County Executive	

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Disclosure of Lobbying Activities (Standard Form-LLL)

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

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

(Signature of Official Authorized to Sign Application)

(Date)

Melissa Agard

Dane County Executive

(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 (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Department of Health Services

Division of Enterprise Services

F-03400 (07/2025)

State of Wisconsin

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: _____

Certificate Of Completion

Envelope Id: 0F216344-2D38-4F7F-982A-92B05DE5AC84

Status: Sent

Subject: Resend Multi - 2026 State and County - 435SCA-G26-13-10 - DANE COUNTY

Source Envelope:

Document Pages: 124

Signatures: 1

Envelope Originator:

Certificate Pages: 7

Initials: 0

Neskya W. Johnson

AutoNav: Enabled

201 East Washington Avenue

Envelopeld Stamping: Enabled

Madison, WI 53703

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

Neskya.johnson@dhs.wisconsin.gov

IP Address: 136.226.109.103

Record Tracking

Status: Original

Holder: Neskya W. Johnson

Location: DocuSign

11/24/2025 3:19:46 PM

Neskya.johnson@dhs.wisconsin.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: DHS

Location: Docusign

Signer Events**Signature****Timestamp**

Cody Wagner

CodyW.Wagner@dhs.wisconsin.gov

Office of Legal Counsel

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)

DocuSigned by:


31F480248CEC464...

Sent: 11/24/2025 3:44:37 PM

Viewed: 11/24/2025 4:17:51 PM

Signed: 11/24/2025 4:31:26 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 108.223.242.44

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Melissa Agard

contracts@danecounty.gov

Dane County Executive

Security Level: Email, Account Authentication
(None)

Sent: 11/24/2025 4:32:05 PM

Viewed: 11/25/2025 8:42:21 AM

Electronic Record and Signature Disclosure:

Accepted: 11/25/2025 8:42:21 AM

ID: 84dbce59-7adc-4043-bf20-d62fe8a1106b

Debra K. Standridge

debra.standridge@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/25/2025 8:26:55 AM

ID: 06685cfd-c833-4a5f-b5d9-6a3d7151c2ce

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
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DANE COUNTY Test@dhs.wi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 3:44:35 PM
Larissa Tomczak larissa.tomczak@dhs.wisconsin.gov Area Administrator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 3:44:35 PM
DHS 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	COPIED	Sent: 11/24/2025 3:44:36 PM
CARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 3:44:36 PM
Cynthia Matz cynthia.matz@dhs.wisconsin.gov Contract Specialist-Advanced Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 3:44:37 PM
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 3:44:38 PM
DHS CLTS Fiscal DHSCLTSFiscal@DHS.wisconsin.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: 11/24/2025 3:44:38 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:31:38 PM
Vicki Lawry dcdhscontracts@danecounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:31:40 PM Viewed: 11/25/2025 7:36:02 AM
Chad Lillethun lillethun.chad@danecounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/20/2025 1:07:00 PM ID: 18a1c67d-4a81-4c96-a1b3-36a227d2d4f5	COPIED	Sent: 11/24/2025 4:31:42 PM
Colleen Williams Williams.Colleen@danecounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:31:45 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:31:47 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:31:50 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:31:52 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:31:56 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/24/2025 4:32:00 PM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DCTS Contracts
DHSDCTContracts@dhs.wisconsin.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Manivanh Patheuangsinh
manivanh.patheuangsinh1@dhs.wisconsin.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/24/2025 3:44:34 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

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

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

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

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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

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