

# Dane County Contract Cover Sheet

Revised 07/2023

BAF # 26025  
 Acct: Bush/Breunig  
 Mgr: Tessman  
 Budget Y/N:

Res 316  
 significant

Dept./Division	Dept. of Human Services/EAWS		
Vendor Name	State of WI, Dept. of Health Services	MUNIS #	3716
Brief Contract Title/Description	CY2026 WI DHS Grant Agreement for Capital Consortium for Income Maintenance and Fraud Program Integrity Prevention. This is already in the budget and ongoing.		
Contract Term	1/1/2026 - 12/31/2026		
Contract Amount	\$ 7,036,978.00		

Contract # Admin will assign	16126
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	Jonathan Schmirler
Phone #	608-242-6200	Phone #	608-267-5031
Email	dcdhscontracts@countyofdane.com	Email	Jonathan.Schmirler@dhs.wisconsin.gov
Purchasing Officer			

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

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

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

Resolution  Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res # 316	
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

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

APPROVAL	APPROVAL – Contracts Exceeding \$100,000	
Dept. Head / Authorized Designee	Director of Administration	Corporation Counsel
John Schlueter  Digitally signed by John Schlueter Date: 2026.01.15 19:03:19 -06'00'	Slaven, Shelby  Digitally signed by Slaven, Shelby Date: 2026.01.21 20:54:52 -06'00'	SHR 1.15.26

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/16/26	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Wednesday, January 21, 2026 2:30 PM  
**To:** Hicklin, Charles; Rogan, Megan; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16126  
**Attachments:** 16126.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/21/2026 2:33 PM	Approve: 1/21/2026 2:33 PM
	Rogan, Megan	Read: 1/21/2026 2:37 PM	Approve: 1/21/2026 2:37 PM
	Cotillier, Joshua	Read: 1/21/2026 2:58 PM	Approve: 1/21/2026 3:14 PM
	Oby, Joe		

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

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract....I'm also including a copy of the original lease for reference.

Contract #16126

Department: Human Services

Vendor: WI Dept of Health Services

Contract Description: Grant agreement for Capital Consortium for Income Maintenance & Fraud Program Integrity Prevention (Res 316)

Contract Term: 1/1/26 – 12/31/26

Contract Amount: \$7,036,978.00

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2025 RES-316

**APPROVING THE STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES  
AGREEMENT FOR INCOME MAINTENANCE FUNCTIONS  
DCDHS – EAWS DIVISION**

7 Dane County Department of Human Services (DCDHS) Economic Assistance and Work  
8 Services Division (EAWS) has been awarded funding from the state Department of Health  
9 Services to continue to run all eligibility functions for income maintenance programs for calendar  
10 year 2026. This resolution authorizes the annual agreement that provides for Dane County and  
11 Capital Consortia staff to determine eligibility for programs like FoodShare, Medicaid, and  
12 Badgercare. This resolution also authorizes the expenditure of over \$7 million in state and  
13 federal pass-through dollars to support the county staff who have been doing this work under  
14 these agreements since 2012.

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

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

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435400-G26-13-15**

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:

Use of word Consortia on templates previously approved by OLC.

Revision to section 11. b. previously reviewed and approved by OLC.

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:

  
Name: Cody Wagner  
Title: Office of Legal Counsel

1/15/2026  
Date Signed



**GRANT AGREEMENT**  
between the  
**State of Wisconsin Department of Health Services**  
and  
**Capital Consortium**  
for  
**Income Maintenance and Fraud Program Integrity Prevention**

DHS Grant Agreement No.: 435400-G26-13-15

Agreement Amount: \$7,036,978

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

GEARS Pre-Packet No: 2649

DHS Division: Division of Medicaid Services

DHS Grant Administrator: Jonathan Schmirler

DHS Telephone: 608-267-5031

DHS Email: Jonathan.Schmirler@dhs.wisconsin.gov

Consortia Grant Administrator: Melissa Agard

Consortia Telephone: 608-242-6200

Consortia Email: contracts@danecounty.gov

Consortia Unique Entity Identifier (UEI) Name:

Consortia Unique Entity Identifier (UEI) Number:

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

**State of Wisconsin**

**Department of Health Services**

Authorized Representative  
Name

Title

Signature

Date

**Consortia**

Entity Name

Authorized Representative  
Name

Title

Signature

Date

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## 1. DEFINITIONS

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

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

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

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

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

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

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

**Day:** calendar day unless otherwise specified in this Agreement.

**DHS:** Department of Health Services.

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

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

**Protected Health Information (PHI):** health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

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

## **2. ORDER OF PRECEDENCE**

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

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

## **3. PARTIES**

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Consortia 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 Consortia is: Dane County IM CONSORTIUM  
The Consortia'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 Consortia receives an award from DHS to carry out part of a state and/or federal program.

The Consortia 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: General Requirements
- Exhibit 2: Funding and Payments
- Exhibit 3: Reservation of Rights

## **5. CONTACT INFORMATION**

DHS Grant Administrator

Grant Administrator Name: **Jonathan Schmirler**

Telephone: **608-267-5031**

Email: **Jonathan.Schmirler@dhs.wisconsin.gov**

Consortia Grant Administrator

Grant Administrator Name: **Melissa Agard**

Telephone: **608-242-6200**

Email: **contracts@danecounty.gov**

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

## 6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5<sup>th</sup> 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 Consortia.
- C. The Consortia 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 Consortia shall submit expenditures on the form required by DHS to the following email: [DHS600RCARS@dhs.wi.gov](mailto:DHS600RCARS@dhs.wi.gov).
- E. Payments to the Consortia 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 Consortia on the form required by DHS.
- F. Payments to the Consortia shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Consortia will be notified and have an opportunity to respond. The Consortia 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 Consortia, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

## 7. REPORTING

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

## 8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Consortia agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Consortia will act solely in its independent capacity and not as an employee of DHS. The Consortia shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Consortia 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, Consortia agrees it does not sell any products prohibited in the Order. In addition, Consortia agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2 subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>
- 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 Consortia 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 Consortia must adhere to the Web Content Accessibility Guidelines (WCAG) 2.1 in the fulfillment of the Contract.

## 9. AFFIRMATIVE ACTION

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

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Consortia must agree to equal employment and affirmative action policies and practices in its employment programs:

The Consortia agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Consortia is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Consortia to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Wisconsin Department of Workforce Development (DWD), the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Consortia must make a reasonable accommodation.

The Consortia must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Consortias posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

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

Department of Health Services  
 Division of Enterprise Services  
 Bureau of Procurement and Contracting  
 Affirmative Action Plan/CRC Coordinator  
 201 E. Washington Ave., Room A200  
 P.O. Box 7850  
 Madison, WI 53707-7850  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

## 10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Consortia 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 Consortia further agrees to take affirmative action to ensure equal employment opportunities. The Consortia 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 Consortia 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 Consortia

directly or through a SubConsortia or any other entity with which the Consortia arranges to carry out its programs and activities.

The Consortia 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 Consortia employs fifty (50) or more employees and receives at least \$50,000 in funding, the Consortia must complete a Civil Rights Compliance Plan (CRC Plan) unless the Consortia 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](mailto:DHSCRC@dhs.wisconsin.gov)

The CRC Plan must be kept on file by the Consortia 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](mailto:dhscontractcompliance@dhs.wisconsin.gov)

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

## **11. 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 Consortia certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Consortia 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 Consortia 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 Consortia 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 Consortia's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

The Consortia shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Consortia on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Consortia 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 Consortia or its employees and SubConsortias 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 Consortia or its agents, employees, successors, assigns, SubConsortia, or any party claiming an interest in this Agreement on behalf of or under the rights of Consortia following any termination. Consortia shall advise all of their agents, employees, successors, assigns and SubConsortia which are engaged by the State of the restrictions, present and continuing, set forth herein. Consortia shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Consortia, its agents, employees, successors, assigns and SubConsortia regarding the restrictions herein.

- A. *Reporting to DHS*: Consortia 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. Consortia 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*: Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
- C. *Equitable Relief*: The Consortia 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 Consortia 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 Consortia in writing of the assessment. The Consortia 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 Consortia fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA*: The Consortia **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 Consortia is a Business Associate, the Consortia 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 Consortia and SubConsortia and agents of the Consortia 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 Consortia 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.

## 12. HIGH-RISK IT REVIEW

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

## 13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Consortia's further contracts, grants, contractors, or Consortias under this Agreement, and the Consortia shall report information relating to any further contract, grants, contractors, or Consortias to DHS. A change in any further contractor or Consortia or a change from a direct service provision to a further contractor or Consortia 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 Consortia selected. Approval of any further contracts, grants, contractors, or Consortias will be withheld if DHS reasonably believes that the intended further contractor or Consortia will not be a responsible contractor or Consortia in terms of services provided and costs billed.
- B. The Consortia 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.

## 14. GENERAL PROVISIONS

- A. Any payments of monies to the Consortia 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 Consortia 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 Consortia or SubConsortia 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 Consortia agrees that funds provided under this Agreement shall be used to supplement or expand the Consortia's efforts, not to replace or allow for the release of available Consortia funds for alternative uses.

## 15. ACCOUNTING REQUIREMENTS

- A. The Consortia'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 Consortia shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Consortia's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Consortia agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Consortia 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>).

## 16. CHANGES IN ACCOUNTING PERIOD

- A. The Consortia 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 Consortia has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Consortia 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.

## 17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Consortia 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 Consortia.
- 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 Consortia 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 Consortia 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.

## 18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Consortia 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 Consortia 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 Consortia.
- 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 Consortia 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](mailto: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.

## 19. OTHER ASSURANCES

- A. The Consortia 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 Consortia, 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 Consortia 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 Consortia. 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 Consortia to resolve the dispute.

- C. DHS may require written assurance at the time of entering into this Agreement that the Consortia 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.

## 20. RECORDS

- A. The Consortia shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Consortia and its SubConsortia(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 Consortia accesses to provide services under this Agreement.
- C. The Consortia and its SubConsortia(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 Consortia's compliance with the specifications of this Agreement.
- D. The Consortia 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 Consortia for any purpose not connected with the administration of the Consortia'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.

## 21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Consortia 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 Consortia to comply with terms, conditions, and specifications of this Agreement.
- D. *Termination for Cause:* DHS may terminate this Agreement after providing the Consortia with thirty (30) calendar days written notice of the Consortia's right to cure a failure of the Consortia to perform under the terms of this Agreement, if the Consortia fails to so cure or commence to cure.

The Consortia 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 Consortia 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 Consortia at least one hundred and twenty days (120) calendar days prior to the desired date of termination for convenience. The Consortia 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 Consortia will continue providing services in accordance with the Agreement requirements.

In the event of termination for convenience, the Consortia 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 Consortia 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 Consortia requesting the refund.

Terminations by Consortia due to changes proposed by the Department which the Consortia determines in its sole discretion while exercising good faith will necessitate a substantial increase in the total of the planned county levy contributions by its member counties are subject to the provisions of Exhibit 1 General Requirements, Section 1 (A) paragraph 5.

F. *Cancellation:* DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Consortia to cure if the Consortia:

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 Consortia;
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. Consortia performance threatens the health or safety of a state employee or state customer.

## 22. 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 Consortia 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 Consortia shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Consortia or any of its SubConsortias 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 Consortia became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Consortia 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 SubConsortia 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 Consortia under this Agreement until such time as the reports and information are submitted.

## 23. DISPUTE RESOLUTION

If any dispute arises between DHS and Consortia 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 Consortia'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 Consortia 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 Consortia 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.

## **24. FINAL REPORT DATE**

- A. Expenses incurred during the Agreement period but reported later than **90 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

## **25. INDEMNITY**

To the extent authorized under state and federal laws, DHS and the Consortia 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.

## **26. 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 Consortia 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.

## **27. 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.

## **28. 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.

## **29. ASSIGNMENT**

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

## **30. ANTI-LOBBYING ACT**

The Consortia 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 Consortia shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Consortia 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.

## **31. DEBARMENT OR SUSPENSION**

The Consortia certifies that neither the Consortia 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 Consortia further certifies that potential SubConsortias or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

## **32. DRUG FREE WORKPLACE**

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

## **33. MULTIPLE ORIGINALS**

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

## **34. 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.

## **35. SPECIAL PROVISIONS, IF APPLICABLE**

The following special provisions are required:

N/A

## 36. 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 Consortia's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

## 37. FUNDING CONTROLS

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

### 38. FEDERAL AWARD INFORMATION

DHS Profile Number	284	284	284	291
FAIN	2605WI5ADM	202626S251442	2505WI5CHIP	2605WI5ADM
Federal Award Date	10/1/2025	10/1/2025	10/1/2025	10/1/2025
Subaward period of Performance Start Date	1/1/2026	1/1/2026	1/1/2026	1/1/2026
Subaward 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.	\$1,373,590	\$100,680	Sum-sufficient earned.
Total Amount of Federal Funds obligated	Sum-sufficient earned.	\$1,373,590	\$100,680	Sum-sufficient earned.
Federal Award Project Description	Eligibility and Enrollment	Eligibility and Enrollment	Eligibility and Enrollment	Eligibility and Enrollment
Federal Awarding Agency Name (Department)	US Department of Health and Human Services	US Department of Health and Human Services	US Department of Health and Human Services	US Department of Health and Human Services
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	<b>608-266-9622</b>	<b>608-266-9622</b>	<b>608-266-9622</b>	<b>608-266-9622</b>
Assistance Listings Number	93.778	10.561	93.767	93.778
Assistance Listings Name	Medical Assistance Program	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Children's Health Insurance Program	Medical Assistance Program
Total made available under each Federal award at the time of disbursement	Federal MA continuing, sum-sufficient earned	Federal SNAP continuing, sum-sufficient earned	Federal CHIP continuing, sum-sufficient earned	Federal MA continuing, sum-sufficient earned
R&D?	No	No	No	No
Indirect Cost Rate	6.30%	0.063	0.063	0.063

DHS Profile Number	61	62
FAIN	202626S251442	2605WI5ADM
Federal Award Date	10/1/2025	10/1/2025
Sub-award period of Performance Start Date	1/1/2026	1/1/2026
Sub-award period of Performance End Date	12/31/2026	12/31/2026
Amount of Federal Funds obligated in the subaward	\$140,590	Sum-sufficient earned.
Total Amount of Federal Funds obligated	\$140,590	Sum-sufficient earned.
Federal Award Project Description	Foodshare provides assistance to eligible recipients. Foodshare is administered by states, according to federal requirements. The program is funded jointly by states and the federal government.	Medicaid provides health coverage to millions of Americans, including eligible low-income adults, children, pregnant women, elderly adults and people with disabilities. Medicaid is administered by states, according to federal requirements. The program is funded jointly by states and the federal government.
Federal Awarding Agency Name (Department)	United States Department of Agriculture	United States Department of Health and Human Services
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	(608) 266-9622	(608) 266-9622
Assistance Listings Number	10.561	93.778
Assistance Listings Name	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Medical Assistance Program
Total made available under each Federal award at the time of disbursement	\$742,953	\$742,952
R&D?	No	No
Indirect Cost Rate	5%	5%

### 39. GEARS PAYMENT INFORMATION

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

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

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
13	Dane County IM CONSO RTIUM	15	1/1/2026	12/31/2026	\$7,036,978

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls <sup>1</sup>
283	IMAA STATE SHARE	report to profile 76	-	\$3,237,309	\$3,237,309	6-month
284	IMAA FEDERAL SHARE	report to profile 76	-	\$3,237,309	\$3,237,309	N/A
291	MEDICAID SUBROGA TION COLL		-	\$0	\$0	N/A
76	IM FS/MA ALLOCATED	Reporting only profile	-	\$0	\$0	N/A
58	FS FPI REPORTING	reporting only		\$0	\$0	N/A
59	MA FPI REPORTING	Reporting only profile	-	\$0	\$0	N/A
60	FPI NON-FED		-	\$281,180	\$281,180	6-month
61	FS FPI FED		-	\$140,590	\$140,590	N/A
62	MA FPI FED		-	\$140,590	\$140,590	N/A
					\$7,036,978	

<sup>1</sup> See "Funding Controls."

## EXHIBIT I

### I. GENERAL REQUIREMENTS

#### 1. PROVISION OF RESPONSIBILITIES AND SERVICES

- A. The Consortium agrees that the Income Maintenance functions performed and services provided, as specified in this Contract, shall be performed in accordance with state statutes and administrative rules, federal statutes, rules and regulations, and court orders, and shall meet the requirements of this Contract, of the Division Numbered Memo Series, of the Allowable Cost Policy Manual and the Financial Management Manual, as set forth in or established by the Department under the authority granted to it by state and federal statutes, rules, regulations and court orders. (Numbered memos, the Financial Management and the Allowable Cost Policy Manuals can be viewed on the Department's Internet web site at <http://dhs.wisconsin.gov>).

The lead county agency for the Consortium is responsible to the Department for its Consortium's compliance with the terms of this Contract. All contract activities between the Department and the Consortium will occur through the lead county agency.

The group of counties comprising the Consortium on the effective date of this Contract will remain unchanged until termination or expiration of this Contract. If any county within the Consortium violates this commitment, the Department will reconcile the funding earned by the Consortium with the payments made up to the point of that county opt-out. The Consortium will refund any amount that may be due the Department, subject to the Consortium's right to review under Section 12 of the Contract, Review and Revision.

If the Department proposes a change to the Income Maintenance functions performed and services provided by a Consortium that has a material fiscal or workload impact ("Change"), it shall provide written notice to the Consortium, every other Consortium in the state and a single statewide point of contact. The proposed change will also be discussed at the appropriate IMAC subcommittee(s) which shall facilitate a discussion on estimated workload impact. To the extent it is programmatically feasible, the Department will offer each Consortium and the single statewide point of contact a 45-calendar day period of time (or lesser if agreed to by the parties) to comment before the change takes effect. Any Consortium or the single statewide point of contact may request an extension of the comment period which the Department may grant if programmatically feasible. The Department shall confer with the Consortia lead agencies and the single statewide point of contact before implementing the change. The Wisconsin County Human Service Association shall serve as the "single statewide point of contact" under this Contract. The Department may shorten this review period if necessary to comply with a change in law, or a court order or settlement agreement arising from litigation.

It is not the Department's intent to unilaterally impose any new and previously unbudgeted programs, requirements, or changes on the Consortium. If the Department proposes a change that the Consortium determines in its sole discretion while exercising good faith will

necessitate a substantial increase in the total of the planned county levy contributions by its member counties, the Consortium shall have the option to terminate the Contract, exercisable by providing the Department with at least 30 days written notice of its intent to cease providing services. Termination may not occur until the Department and the Consortium meet and confer about alternatives to termination and until the Department is prepared, without undue delay not to exceed 60 days from the notice of termination (which may be extended by mutual agreement of the parties), to assume the provision of services.

If the Consortium determines, in good faith, that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, the Consortium shall nevertheless follow the directive of the Department. The Department shall hold the Consortium harmless from any and all claims alleging, in whole or in part, a conflict between any Departmental directive and a mandate contained in a federal statute or regulation to the extent that the Consortium has followed the Department directive alleged to be in conflict with the mandate.

1. Except as provided in state and federal statutes, the Consortium shall perform its obligations under this Contract within the limits of the Consortium appropriations and Consortium appropriations used to match state and federal funds. Nothing in this Contract shall be construed as requiring any specific appropriation of funds by any Consortium or county member of a Consortium.
  2. Nothing in this Contract shall be construed to require the expenditure of Consortium funds, except as specifically provided herein and authorized by the Consortium.
  3. Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party.
  4. The Consortium shall retain all ownership rights in any software or modifications thereof and associated documentation developed with funds provided under this Contract. The Department is hereby granted a license to use any such software or modifications thereof, including any third-party software installed through funding under this Contract, for the duration of this Contract.
- B. The Consortium and the Department will continue to work together to further define and refine performance expectations related to discrepancies. This work is intended to result in implementation of a performance measure related to discrepancies. The work shall include:
1. Finalizing the definition of what constitutes completion of a discrepancy.
  2. Reviewing recent timeliness trend data to assist in identifying a timeliness expectation for discrepancies.
  3. Identifying reports/tools to be provided by the Department to enable the Consortium to track work, generate reports and measure timeliness, including use of the dashboard to support tracking.

4. Working together to identify strategies to implement training or process changes including technology enhancements that will maintain integrity of process while effectively managing the discrepancies workload.

The Department's support for this initiative shall include DMS staff and staff representing the Department's Office Inspector General.

The results of this joint initiative shall be used to identify appropriate performance expectations for completion of discrepancies for a future contract year.

- C. The Consortium 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.
  1. The Consortium shall keep all EBT POS equipment that is located in the Consortium 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 and it is shown that the failure to meet the security precautions caused the theft, damage or other loss.
  2. The Consortium shall designate an individual as a Security Officer to be responsible for ensuring compliance with security precautions for the EBT POS equipment, confidential data, and user access.
  3. The Department shall retain ownership of all EBT POS equipment and shall be responsible for maintenance and installation costs as specified by the Department.
  4. The Consortium shall comply with the provisions contained in HIPAA and 45 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.
  5. The Department is responsible for all automated systems it provides to be used in the provision of IM services. The Department shall ensure that all automated systems used in the provision of IM services are operational.
  6. The Department will identify any additional equipment that it purchases and installs at the Consortium during the contract period. The provisions under this Subsection B will apply to this additional equipment.
  7. The Department shall work with each Consortium to evaluate needs, training resources, and system security implications in order to provide for adequate Call Center Administrator support for each Consortium.
  8. The Department and Consortia shall work together to develop and document a consistent process for changes in Consortia alignment.
  9. The Department will involve consortia in exploring technology, seeking feedback, discussing areas where technology could be leveraged to improve processing and obtaining recommendations on technology used for IM functions, including the use of artificial intelligence tools, within the control of the Department. This will include an annual planning discussion at IMOA about technology plans for the upcoming year and a feedback session on emerging needs.

- D. The Consortium agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services provided by the Consortium. As such the Department must comply with all provisions of the law and has deemed that the Consortium is a “Business Associate” within the context of the law.

Throughout the course of conducting Fraud Prevention and Investigation Program (FPIP Services), the Consortium will collect confidential personal and demographic data from participants. The Consortium may not use either personal or demographic participant data for any purpose that is not directly related to the fulfillment of the Consortium’s responsibilities under the terms of this Contract.

- E. The Consortium may not modify any state designed and required forms or publications. The Consortium may not substitute its own application or other forms, unless approved by the Department. It is the responsibility of the Department to translate state forms and publications to other languages as needed to meet Limited English Proficiency requirements.
- F. The Consortium must notify the Contract Administrator within 10 business days whether a Consortium relocates any of their facility locations. In addition, the Consortium shall update all contact information as required by the Department.
- G. The Consortium must perform the following activities:
1. Entering member data into the designated automated system for IM Programs.
  2. Accurately explaining IM Programs and policies to members and others as needed.
  3. Running and confirming eligibility in the designated automated system for IM Programs.
  4. Requesting and processing verifications, establishing a claim when an overpayment occurs, explaining estate recovery and subrogation and filling out appropriate forms.
  5. Performing all responsibilities related to operation of Electronic Benefit Transfer (EBT) under the FoodShare Program that are within the purview of eligibility functions.
  6. Additional activities as outlined in the CARS Manual under CARS Profile 76 (Examples outlined in section I.1.J)
  7. Additional activities specified as consortium responsibilities in Wis. Stat. § 49.78(2)(b).
  8. Completing FoodShare eligibility process to determine Able-Bodied Adult Without Dependents (ABAWD) status and referring appropriate cases to the FoodShare Employment and Training (FSET) agency for services.

9. Implementing drug testing policy and associated administrative functions related to persons convicted of a drug related felony in the past five years for FoodShare eligibility.
  10. FoodShare Quality Control (FSQC) will conduct face to face interviews with members. Members have the option to conduct the interview by video in lieu of the face-to-face interview. The Department will collaborate with consortium on available time and space in the local office to support members that may not have video capability or request a face-to-face QC interview. Consortia staff cannot participate in these calls. These are considered confidential between the member and state FSQC.
- H. The Consortium shall notify the Department within five (5) working days when it has actual knowledge of fraudulent activity committed by staff within the IM programs or subcontractors. The Consortium shall take appropriate steps to prevent destruction of records needed to determine whether such fraudulent activity has occurred and shall take steps to mitigate losses to the IM programs.
- I. GEARS profile 76 is where charge costs for all staff whose assigned functions relate to the IM programs. IM Programs are defined as Foodshare, Wisconsin Medicaid and BadgerCare Plus Standard Plan and Benchmark Plan, Family Care, SSI Caretaker Supplement, the Wisconsin Funeral and Cemetery Aids Program and BadgerCare Plus Core Plan. For the purpose of clarity, the Wisconsin Medicaid and BadgerCare Plus Programs include the Medicaid Purchase Plan, Well Woman Medicaid, the Family Planning Waiver, other sub-programs of Medicaid, and the Subrogation and Estate Recovery Program.

An IM case is defined as a case applying for, enrolled in, or receiving benefits from one or more IM programs, or a case that had applied for, enrolled in, or received benefits from one or more IM Programs.

1. Allowable costs for the IM unit include:
  - a. Supervisor's salaries and fringe
  - b. Workers' aides and specialists' salaries and fringe
  - c. Direct clerical support salaries and fringe
  - d. Travel costs associated with the above
  - e. Supplies, services, and equipment that can be directly identified to the IM unit
  - f. IM share of administrative management, support and overhead (AMSO) costs.
2. Below are some examples of activities that are allowable expenses to be reported on this GEARS profile as long as they are performed for the IM programs:
  - a. Application processing, which may include:
  - b. Entering member data into CARES
  - c. Explaining IM programs and complicated policies
  - d. Collecting a premium
  - e. Discussing Electronic Benefits Transfer (EBT) for FS, and issuing a vault card
  - f. Explaining estate recovery and filling out appropriate forms
  - g. Running and confirming eligibility for IM programs in CARES

- h. Sending manual notices
- i. Explaining the Forward and Quest cards
- j. Employer Verification Form (EVF) processing
- k. Cost of drug tests/testing
- l. Review Processing, which may include:
  - m. Interviewing or entering mail-in reviews into CARES for IM programs
  - n. Running and confirming eligibility in CARES for IM programs
  - o. Handling/mailing out brochures
  - p. Sending out manual notices
  - q. Explaining customer changes
  - r. Copying and scanning verification documents
  - s. Change Processing, which may include:
    - a) Requesting and processing verifications
    - b) Entering changes, running, and confirming eligibility in CARES for IM programs
    - c) SMRF processing
    - d) Other Case Processing, which may include:
      - e) Customer service activities including referrals, home visits, outreach and coordinating activities with other partners
      - f) Lost EBT cards
      - g) Handling alerts
      - h) Handling overpayments
      - i) Preparing for fair hearings
      - j) Processing IM burial reimbursement
- 3. Listed below are examples of activities that are NOT an allowable expense:
  - a. Any administrative costs relating to county only programs including county burial administrative costs
  - b. Costs that should be claimed to other programs, i.e. Child Care and W-2 administration and/or eligibility, even if the costs exceed that programs contract allocation
- 4. Allowable expenses reported on this GEARS profile are allocated based on recipient counts to the following profiles:
  - a. 283—IMAA State Share
  - b. 284—IMAA Federal Share

See the allocation flowchart in the CARS manual for details.

## **2. TRAINING**

The Department, according to Ch. DHS 254 Admin. Code, shall make initial IM worker training available to new IM workers directly or through contractors. The Department shall define the required training course(s) and develop a standardized curriculum. The Consortium shall ensure that each new IM worker completes the Department's initial IM worker training during the first six (6) months of employment or, if the training was not available during the first six (6) months, then as soon as the training becomes available.

The Department shall develop ongoing course(s) for experienced IM workers and shall make the course(s) available each year directly or through contractors. The Consortium is required to ensure that IM workers complete mandatory training and demonstrate knowledge of and ability to correctly apply the training information through a mandatory assessment that will be administered by the Department. The Department will seek advice from the Advisory Committee in determining which training(s) shall be mandatory and for which agency staff.

Under the Food and Nutrition Services (FNS) 113 Civil Rights Handbook, the Consortium shall ensure that all FoodShare eligibility workers and FoodShare supervisors receive civil rights training annually during each federal fiscal year. The Department will provide the Consortium with training information and materials.

The Consortium shall ensure that experienced IM workers have knowledge of and ability to correctly apply policy and process changes upon the release date or effective date, whichever is later, of Operations Memos or other training materials, handbooks, or manuals. Exceptions to the time period will be identified for specific training items at the discretion of the Department and at the time of publication of the document(s). If the Consortium fails to meet IM training requirements as described in this provision, the Department may implement the Corrective Action provisions.

The Consortium will participate in continuous improvement discussions of the Training program. The Consortium will notify BEOT Training, as outlined in Administrative Memo 22-06 Income Maintenance Training Roles and Responsibilities of future hiring plans, access to the necessary technology, and local agency support based on the recommendations made by the training subcommittee.

The Consortium will communicate training needs and gaps to BEOT IM Training using the Agency Feedback Request Form. Consortium and the Department will review Agency Feedback within the Training Subcommittee Meetings to make recommendations on improvements.

The Consortium shall insure that additional training requirements for IM staff and managers, as set forth in this Contract or in IM Operations or Administrative memos, will be completed.

Specifically:

1. IM staff and managers are expected to complete at least one (1) cultural competency training annually. The Consortium may determine what content and format of resource is used for this purpose. The Department will make content options available for this purpose. The Consortium will track participation and have documentation available for review as part of the annual Management Evaluation process.
2. IM staff and line supervisors are expected to complete at least one (1) refresher training annually developed by DHS IM Training. The Consortium will track participation and have documentation available for review as part of the annual Management Evaluation process.

3. IM staff are required to annually complete the Social Security Administration (SSA) Safeguarding Personally Identifiable Information (PII) training.

Mandatory trainings (including civil rights trainings referenced in Section I.2.) can be used to satisfy any minimum number of training hour expectations set forth in IM Operations or Administrative Memos.

### **3. CUSTOMER FEEDBACK SOLICITATION**

The Consortium shall gather feedback from applicants and participants concerning their level of satisfaction with IM services, to identify barriers to the provision of the quality of services and to identify ways to improve service delivery. The Consortium will encourage feedback from participants by prominently displaying the feedback forms in the waiting area for each service location and through other measures it deems reasonable. The Department and the Consortium will work together to develop additional tools and processes that encourage collection of meaningful customer feedback.

The Consortium will use the Department's Standard Customer Service Feedback form (F-16104) to assess its customer service delivery system. The Feedback form will solicit customer input about the quality of service provided by staff.

Feedback forms will be made available for applicants and participants in the Consortium. Results will be reviewed as part of the Management Evaluation Review (MER). The Consortium must submit the completed Customer Service Feedback forms quarterly to:

Wisconsin Department of Health Services  
DMS/BEOT – ATT: Customer Service Feedback  
P.O. Box 309  
Madison, WI 53701-0309

The Department will leverage technology to improve the ability to collect customer service feedback through additional automated mechanisms when possible.

### **4. INFORMATION TECHNOLOGY REQUIREMENT**

The Consortium shall provide for information technology security in accordance with the Department's policies and procedures.

### **5. SECURITY ACCESS TO SYSTEMS**

The Consortium agencies will review and update CARES and other Department system security access for all Income Maintenance (IM) staff and managers at least annually. Each consortium agency shall submit staff departures to DHS CARES AIMS within 1 business day of a staff member departing the agency.

DHS CARES AIMS will review and assign requests within 1 business days. DHS CARES AIMS will complete requests within 3 to 5 business days. DHS CARES AIMS will begin processing the requests when all information is gathered accurately and completely.

The Department will provide an annual spreadsheet to the Consortium, with all staff security listed across IM related programs, for Consortium use in editing and updating this information.

## **II. PROVISION OF ADDITIONAL PROGRAMS**

### **1. ESTATE RECOVERY**

Funds equaling five (5) percent of recoveries/collections will be returned to the Consortium for recoveries made by the Department for the cost of Wisconsin Medicaid and BadgerCare Plus benefits from probated estates, liens and voluntary payments of certain Wisconsin Medicaid and BadgerCare Plus members.

The amount of funds earned is determined by the amount of funds recovered from Wisconsin Medicaid and BadgerCare Plus members to offset Wisconsin Medicaid and BadgerCare Plus benefits as a direct result of information gathered and processed by the Consortium. Amounts earned will be added to the Consortium's funding on a semi-annual basis. Funds may be used solely to enhance IM efforts (e.g., gathering real estate information, gathering health insurance information, enhancing other IM Program efforts the Consortium deems necessary).

Responsibilities of the Consortium to comply with s. 49.496(2), Wis. Stats., and federal law in 42 USC 1396p(a) are as follows:

- a. Informing Wisconsin Medicaid and BadgerCare Plus members of any age residing in a nursing home or inpatient hospital and members age 54½ and older of the existence of the Estate Recovery Program.
- b. Determining whether or not a lien can be filed on the home property of a Wisconsin Medicaid and BadgerCare Plus member in a nursing home or inpatient hospital that are permanently institutionalized not expected to return home and contributing to the cost of their care.
- c. Sending the member or responsible party a "Notice of Intent to File a Lien" form (F-13038) a 3-ply paper form or completing the process through CARES Worker Web (CWW). A copy of the notice must be sent to the Department's Estate Recovery Section.
- d. Prepare summary response and appear at a fair hearing if a hearing is requested regarding Notice of Intent to File a Lien.

Responsibilities of the Department are as follows:

- a. Filing all liens and claims on estates for the Estate Recovery Program based on information provided by each county or Consortium.
- b. Providing the Consortium with a quarterly report by county of estate recovery incentives.

### **2. SUBROGATION**

The Consortium will continue to be responsible for all subrogation cases it is working. The Department will return funds equaling 15% of the recoveries from those cases to the Consortium. Collections are identified/reported on GEARS. Other than these cases, the Consortium has no responsibility or recovery rights related to recovering the Department's subrogation interest under Wis. Stat. §49.89.

### **3. BENEFIT OVER ISSUANCE RECOVERY**

The Department agrees to post and process the collection of offset tax returns, centrally collected funds, and all refunds of centrally collected funds to CARES for FoodShare, Wisconsin Medicaid, and BadgerCare Plus over-issued benefits.

The Consortium agrees that any locally collected funds for FoodShare, Wisconsin Medicaid and BadgerCare Plus over-issued benefits shall be sent to the Department of Children and Families (DCF) at the address below for posting and processing.

Public Assistance Collection Section (PACS)  
P.O. Box 8938  
Madison, WI 53708-8938

The Consortium will receive a 15 % incentive to put back into IM Programs, for additional funding, for claims established by the Consortium for Wisconsin Medicaid, BadgerCare Plus and Wisconsin FoodShare fraud and member error collections in accordance with Department guidelines and as defined in Wis. Stats. § 49.497 and 49.793. If the State establishes the claim, the Consortium will not receive the 15% incentive. The incentive shall be paid to each Consortium through the System for Payments and Reports of Contracts (SPARC).

The Department will provide the Consortium with a quarterly report by county of over issuance collections incentives.

### **4. FRAUD PREVENTION**

#### **A. Fraud Prevention and Investigation Program (FPIP)**

The Consortium will perform fraud prevention and investigation activities services and reporting. Scope includes activities to reduce payment errors, collecting overpayments and to establish a program to investigate suspected fraudulent activity on the part of participants of the Wisconsin Medicaid, BadgerCare Plus and FoodShare programs. The Consortium must comply with the Department's program integrity activity reporting requirements on contract and subcontract activities as published through official guidance channels including the BRITS User Manual, operations memos and other communications. All required FPIP activity must be captured by accurately and completely entering data in provided data systems including BRITS and CARES as directed by the Department. Failure to submit the program reports specified herein or in any subsequent relevant communications may result in the enforcement of sanctions against the Consortium.

#### **B. Fraud Prevention and Investigation Program Expectations**

The Consortium agrees on behalf of its participating counties to the following expectations:

1. To cooperate with DHS and the IM/FPIP Consortium Administrative Agency in fulfilling the goals and objectives of the FPIP pursuant to FPIP Guidelines, federal laws and regulations, Wisconsin Statutes, applicable DHS rules and county/tribal ordinances.

2. To cooperate with the IM/FPIP Consortium Administrative Agency in monitoring referrals, completed investigations and case actions taken as a result of fraud investigative and activities.
3. To cooperate with the IM/FPIP Consortium Administrative Agency and DHS to submit narrative, financial and/or statistical reports either as required by FPIP Guidelines or as requested by DHS.
4. To ensure that eligibility workers under its control make FPIP referrals to the investigator representing the IM/FPIP Consortium Administrative Agency, cooperate with case action reporting requirements and participate in FPIP related training.
5. To make use of the administrative disqualification hearing process pursuant to Wisconsin Statutes and DHS Program Manuals when a completed fraud prevention action or investigation identifies an intentional program violation, and no criminal action is pursued.
6. To provide DHS with copies of FPIP related third party contracts and/or Memoranda of Understanding (MOU) upon request.
7. To coordinate internal investigations with DHS OIG to avoid conflicts of interest or the appearance of a conflict of interest.
8. To report to DHS OIG all potential risks of internal fraud by IM workers, FPIP staff or other associated employees, such as unauthorized case access, member information breach, or collusion with applicants or members to commit fraud. Avoid all possible conflicts of interest related to the investigation of agency employees.
9. The IM/FPIP Consortium Administrative Agency commits itself to the following tasks:
  - a. To provide FPIP services and reports on FPIP activity to the County Agency.
  - b. To use qualified staff of investigators for providing FPIP services.
  - c. To provide training to County Agency eligibility workers on FPIP forms and procedures.
  - d. To assist County Agencies in the identification and disqualification of individuals through the administrative disqualification hearing process when a completed fraud investigation identifies an intentional program violation, and no criminal action is pursued.
  - e. To cooperate with prosecutors if a County Agency decides to refer a case suspected of fraud to the District Attorney for prosecution.

10. The responsible official for ensuring cooperation and coordination with the IM/FPIP Consortium Administrative Agency is fulfilling FPIP objectives as identified in the Base Contract – Section 1.
11. Funding for FPIP services provided to the County Agency will be assigned to the IM/FPIP Consortium Administrative Agency. Individual consortia may request adjustments to the funding amounts for each of the three profiles 60/61/62 mid-year and through the contract closeout process for any remaining available funds when: one profile exceeds funds available, and another is underspent. Funds will not be adjusted across different consortia. If at any time funds from either federal or state sources become unavailable or are reduced, FPIP services provided by the IM/FPIP Consortium Administrative Agency may also be terminated or reduced.
12. The files, records, documents and accounting procedures and practice relevant to the FPIP shall be subject to examination by DHS, the legislative auditors and auditors representing federal funding agencies. A County Agency shall not use, willingly allow, or cause to have such materials used for any purpose except for the administration of public assistance programs in conformance with state and federal laws and regulations.

### **III. PERFORMANCE STANDARDS**

#### **1. CONSORTIA PERFORMANCE**

##### **A. Call/Change Center**

The Department shall ensure that the Call/Change Center telephone lines and support will be available Monday through Friday as defined by the Consortia. The Consortium will have a monthly speed of answer time that does not exceed 10 minutes, excluding times when the system has unresolved issues as indicated by notices from the Department.

The Department shall publish reports related to average speed of answer times by the end of the month following the reported month.

##### **B. Timely Case Processing**

###### *Medicaid and BadgerCare Plus Applications*

All Wisconsin Medicaid and BadgerCare Plus applications that do not involve a disability determination must be processed within 30 calendar days. If the Consortium does not meet a standard of 95% for timely processing, the Department may implement the Corrective Action provisions set forth in this Contract.

An application is timely if it is processed within 30 calendar days following the date the application was received by the agency, or, if new or additional information is requested, the application is processed by the 30th calendar day following the application date of receipt or 20 calendar days from the date additional information was requested, whichever is later.

1. An application is received the day the agency receives an application containing the applicant's name, address, and a valid signature.
2. The date of receipt for an ACCESS application is the date the application is electronically submitted or the next business day if submitted after the agency's regularly scheduled business hours.

#### *FoodShare Applications*

All Wisconsin FoodShare applications must be processed within 30 days. If the Consortium does not meet a standard of 95% for timely processing, the Department may implement the Corrective Action provisions set forth in this Contract.

An application is timely if it is processed within 30 calendar days following the date the application was filed, or, if new or additional information is requested, the application is processed by the 30th calendar day following the application date or 20 calendar days from the date additional information was requested, whichever is later.

1. An application is filed the day the agency receives an application containing the applicant's name and address, which is signed by either a responsible member of the household or the household's authorized representative.
2. The filing date on an ACCESS application is the date the application is electronically submitted or the next business day if submitted after the agency's regularly scheduled business hours.

#### *Priority Service FoodShare Application*

Priority Service FoodShare applications must be processed within seven (7) Days.

If the Consortium does not meet a standard of 90% for timely processing, the Department may implement the Corrective Action provisions set forth in this Contract.

1. A Priority Service FoodShare application will be considered timely if it is processed so that the applicant receives expedited benefits, if eligible by the seventh calendar day following the date the application is filed.
2. The applicant must also have an active EBT card by the seventh day or have been offered the opportunity to obtain a temporary QUEST card on the same day or next business day subsequent to application approval and expedited benefit issuance.

#### *Healthcare Renewals*

Renewals must be processed by the due date, which can vary by program or verification status. If the Consortium does not meet a standard of 95% for timely processing, the Department may implement the corrective action provisions set forth in this Contract.

Timely processing rates will be published by the end of the month following the reported month.

### *FoodShare Renewals*

Renewals must be processed by the due date. If the Consortium does not meet a standard of 95% for timely processing excluding client caused delays, the Department may implement the corrective action provisions set forth in this Contract.

Timely processing rates will be published by the end of the month following the reported month.

### *Six Month Reporting Forms (SMRFs)*

Six-Month Reporting Forms must be processed by the due date. If the Consortium does not meet a standard of 95% for timely processing, the Department may implement the corrective action provisions set forth in this Contract.

## C. Overpayment Recovery

As part of effective case maintenance, the Consortium has an obligation to process claims for recoverable FoodShare overpayments. It is the expectation of the Department that the Consortium will process claims for a majority of their recoverable overpayments, to ensure program integrity.

For FoodShare claims, the Consortium shall establish claims at or exceeding the claims establishment percentage which is determined by federal FNS using national data for the most recently completed federal fiscal year (25.81%). If the Consortium does not meet or exceed the claims establishment average percentage for the calendar quarter the Department may implement the Corrective Action provisions set forth in this Contract.

The Department shall provide the Consortium with performance reports related to FoodShare claims establishment on a quarterly basis with data displayed by month., The Department and Consortium will review claims establishment to determine if any performance modifications are needed.

The consortium shall process requests to compromise claims as received.

## D. Payment Accuracy – Second Party Reviews

The Department is responsible for handling second party reviews and under this Contract the Consortium will be responsible for corrections to the findings produced by the Department. The Department shall provide the Consortium with reports related to Second Party Reviews on a quarterly basis.

## E. Case Closure Accuracy – FoodShare Case and Procedural Error Rate (CAPER)

The FoodShare CAPER case review measures the accuracy of case denials and terminations. The CAPER error rate for FoodShare cases in the Consortium must not exceed the federally-authorized standard, which is defined as being “below the national average”. For FFY 2023, the FNS national error rate was determined to be 43.81%. For purposes of the CY 2026 IM Contract, if the CAPER error rate for FoodShare cases in the Consortium exceeds the most recent federally- authorized rate of 43.81%, the Department may implement the Corrective Action provisions set forth in this Contract. CAPER error rates will be published by the end of the month following the reported month.

#### F. Payment Accuracy – FoodShare Active Payment Error Rate

The FoodShare active payment case review measures the accuracy of eligibility and benefit determinations. The payment error rate for active FoodShare cases in the Consortium must not exceed the federally- authorized rate (currently 6%) annually. If the payment error rate for active FoodShare cases in the Consortium exceeds the federally- authorized rate (currently 6%), the Department will implement the Corrective Action provisions set forth in this Contract. The active payment error rate will be published by the end of the month following the reported month.

#### G. Payment Accuracy – Wisconsin Medicaid and BadgerCare Plus Active Payment Error Rate

The payment error rate for Wisconsin Medicaid and BadgerCare Plus cases in the Consortium must not exceed the federally-authorized rate 3% annually. The Wisconsin Medicaid and BadgerCare Plus payment error rate is measured using the Payment Error Rate Measurement (PERM) methodology. The payment error rate is calculated by dividing the sum of overpayments and underpayments by the total amount of Wisconsin

Medicaid and BadgerCare Plus claims paid on the members’ behalf during the sample month. If the payment error rate for Wisconsin Medicaid and BadgerCare Plus cases in the Consortium exceeds the federally authorized rate, the Department may implement the Corrective Action provisions. The payment error rate will be published by the end of the month following the release of the National report.

#### H. Fair Hearing Responsibilities

When an applicant or participant is dissatisfied with a Consortium’s action on his/her request for or amount of benefits, the participant may request an administrative review by the Division of Hearings and Appeals (DHA) through the fair hearing process. The Consortium will be required to prepare for a fair hearing, which includes ensuring that all documents that support the action taken by the Consortium are available. The Consortium is required to thoroughly document events pertaining to the issue with date, place, and identify any person involved and be responsible for representation at the Fair Hearing. The Consortium is also required to comply with remand and stipulation orders by the deadline stated in the decision. The MOUA order is a permanent injunction that was imposed against the Department by the U.S. District Court – Western District of Wisconsin in 1990. The court order requires definitive and final administrative action be taken by the Department within the timelines required by law for fair hearings conducted in Wisconsin Medicaid, BadgerCare Plus and

FoodShare appeals. The Department is subject to fiscal penalties for each month in which it does not achieve substantial compliance (95%) with the requirement and for each individual case in which a fair hearing was requested and for which final administrative action had not been taken within 150 days of the hearing request for Wisconsin Medicaid and BadgerCare Plus cases and within 120 days of the hearing request for FoodShare cases. The penalty for each individual case is \$500.

If a penalty is levied for not achieving substantial compliance, the Consortium will be required to pay the proportionate share of the penalty amount based on the number of cases for which the Consortium failed to comply with the order if noncompliance of the Consortium exceeds five percent (5%). If a penalty is levied for an individual case, the Consortium will be required to pay the penalty amount unless the delay resulted from circumstances beyond the Consortium's control.

#### **I. Reasonable Control**

The Consortium is not responsible for the failure to meet any performance standard when the failure arises out of a cause that directly affects the

Consortium's ability to meet its performance standards and that is beyond the reasonable control and without the fault or negligence of the Consortium, including issues arising from the automated system, call center, the Department's failure to meet its responsibilities under A.1., following, or other services that are the Department's responsibility in this Contract.

### **2. DEPARTMENT RESPONSIBILITIES**

#### **A. Medicaid and BadgerCare Plus Premium Payments**

The Department is responsible for ensuring the timely processing of Medicaid and BadgerCare Plus premium payments. On a monthly average, 95% of Medicaid and BadgerCare Plus premium payments that include the premium coupons, that are for the amount due, and that are mailed to the correct mailing address, must be accurately processed by the Department or Department's designee(s) within three (3) business days from the date it was received by the lockbox. Premiums received in the mail after 7:00 p.m. are considered received on the next business day.

Amounts that include arrears will be excluded from measuring compliance with this performance standard.

The Department will ensure 95% accuracy and timeliness of Medicaid and BadgerCare Plus premium payments through monthly performance reports that will be made available to the Consortium.

#### **B. Central Document Processing Unit (CDPU) Processing**

The Department is responsible for administering and managing the document imaging component of the IM program, which is administered through an agreement with an outside contractor. On a monthly average, 90% or the percentage stated in the

Department's designee contract, of scan first documents submitted for imaging must be accurately processed within one (1) business day of receipt by the Department or Department's designee. The Department will continue to work in good faith to implement a 95% performance standard in the designee contract. Scan first documents are documents that are scanned to a case before the worker sees the document. The document appears electronically in the case within CARES Worker Web (CWW). A document is accurately processed if the document is correctly coded as to type and placed in the correct electronic case file. The Department will ensure compliance with both accuracy and timeliness through monthly performance reports and through Department audits by random sampling. The reports and audits will be made available to the Consortium.

**C. Wage Information from Employers**

1. The Department will work with Department of Workforce Development to develop information to educate employers about their responsibility to verify employment earnings under statute 49.78(11).
2. The Department will work to ensure IM Consortia have access to basic payroll information for employee Work Number to handle payroll inquiries.

**IV. DEPARTMENT CERTIFICATION.**

The Consortium certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of certification; and
- Have not within a three (3) year period preceding this Contract had one (1) or more public transaction (Federal, state, or local) terminated for cause or default.
- The Consortium further certifies that potential Sub-grantees or Sub-contractors and any of their principals are not debarred, suspended, or proposed for debarment.

**V. ADVISORY COMMITTEE**

The Department hereby recognizes an official Advisory Committee whose purpose shall be, among other things, to meet and discuss issues related to the programs and services provided in this Contract, including providing input on strategies related to implementation of new policy and process initiatives.

The official Advisory Committee shall be comprised of two (2) representatives from each of the Consortia providing IM services in the state, one (1) representative from the Department and one

(1) representative from the Wisconsin County Human Service Association (WCHSA). For the purposes of voting, only one (1) representative from each Consortium and the representative from WCHSA may vote. Additional representatives from Consortia, the Department and WCHSA may attend and participate in the Advisory Committee meetings. The representative from the Department (or designee) and the representative from WCHSA (or designee) shall co-chair the Advisory Committee meetings and confer with one another regarding agenda items.

The Department will work with the Consortium through the Advisory Committee to develop strategies that it and the Consortium will undertake to effectively address payment accuracy, reduce eligibility errors, overpayments, and improve customer communications in IM Programs.

DHS and consortia will work together to identify and prioritize enhancements and reports to improve member experience and supervision of staff in the use of Genesys.

In addition, the parties agree to discuss and identify technological enhancements that can be implemented to prevent errors from occurring. Should Wisconsin enter into first year liability status with FNS during this contract period, DHS and WCHSA will convene a joint work group to evaluate any potential sanction implications and identify and evaluate allocation methodologies for anticipated federal financial penalties or funding withholdings.

## **VI. CORRECTIVE ACTION**

### **1. Requirement to Submit**

Within 10 business days of receipt by the Consortium of notice of failure to perform any material provision of this Contract, including meeting material performance standards, the Consortium shall submit to the Department, for approval, a Corrective Action Plan to address the deficiency. The Corrective Action Plan must be submitted to the Department Regional Office and the Contract Administrator.

### **2. Failure to Submit or Implement**

Failure by the Consortium to submit an approvable Corrective Action Plan or failure by the Consortium to implement a Corrective Action Plan within 10 business days of approval of the Corrective Action Plan will constitute uncorrected non-performance and result in the Department adjusting payment(s) due the Consortium to reflect the costs the Department incurs, direct and indirect, as a result of the failure set forth herein. A Corrective Action Plan is considered approvable if it is determined by the Department that the plan was submitted timely and meets all the requirements identified by the Department.

### **3. Technical Assistance**

The Consortium may request technical assistance from DHS to create or implement a corrective action plan.

## **VII. LIQUIDATED DAMAGES**

### **1. Liquidated damages may be assessed for not taking the required action on errors identified through the Wisconsin Medicaid Eligibility Quality Control (MEQC) Review, FoodShare Quality**

Control (FSQC) Review, Payment Error Rate Measurement (PERM) Review, and Second Party Reviews.

In addition to other remedies in this Contract, the Department may conduct a review of any of the activities under this Contract to ensure that eligibility and benefits are accurately determined and certified for all programs. IM case specific errors must be corrected as identified through FSQC reviews, MEQC reviews, PERM reviews, and Second Party Reviews, which could include termination of current and future benefits, the calculation of overpayment amounts and claims establishment, or restoration of benefits that were incorrectly under-issues, denied or terminated.

- a. When the Department identifies an error in benefits, the Consortium will have 30 calendar days from receipt of written notification of the error from the Department to correct the error or provide the Department with a good faith refutation of the corrective action needed. When an error in benefits is not corrected within 30 calendar days of the Department identifying the error or within 30 calendar days of the Department decision after review of the Consortium's refutation, whichever is later, liquidated damages will be assessed in the amount of \$250 per case. For each additional 30 days the Consortium fails to correct the case specific error, liquidated damages will be assessed in the amount of \$250 per case. If the Department takes action to correct the IM case specific error, additional liquidated damages will be assessed in the amount of \$250 per case.
  - b. When the Department identifies an overpayment which requires claims establishment, the Consortium will have 30 calendar days from receipt of notification of the error from the Department to calculate the overpayment and establish a claim. When an overpayment claim is not established within 30 calendar days, liquidated damages will be assessed in the amount of \$250 per case. For each additional 30 days the Consortium fails to calculate the overpayment and establish a claim, liquidated damages will be assessed in the amount of \$250 per case. If the Department takes action to calculate the overpayment and establish a claim, additional liquidated damages will be assessed in the amount of \$250 per case.
  - c. When the Department identifies an underpayment which requires a restoration of benefits, the Consortium will have 30 calendar days from receipt of notification of the error from the Department to calculate the underpayment and restore benefits. When an underpayment is not restored within 30 calendar days, liquidated damages will be assessed in the amount of \$250 per case.
2. Liquidated damages or any other non-performance assessment cannot be claimed for reimbursement under any Department programs/profiles.

**EXHIBIT II****FUNDING AND PAYMENTS****1. REIMBURSEMENT**

Subject to the terms and conditions set forth in this Contract, the Department shall reimburse the consortium for the functions it performs and services it provides.

- A. The consortium shall submit all claims for reimbursement under this Contract on a monthly basis. Claims shall be based on the costs incurred providing services under this Contract during the month covered by the report. Expense reports received timely (by the 15<sup>th</sup> of the month) will be reviewed and paid by the 1<sup>st</sup> or the 1<sup>st</sup> banking day of the following month. The consortium will submit their final cost report to the Department by March 25, 2027 and the Department shall make final payment by July 1, 2027.

The consortia shall submit expenditures on the form required by the Department to the following email: [DHS600RCARS@dhs.wisconsin.gov](mailto:DHS600RCARS@dhs.wisconsin.gov)

Unless excused as provided herein, the Department shall deny all claims submitted after March 25, 2027. The Department may grant an exception in unusual circumstances and on an individual basis. However, the Department shall allow a claim as a result of a subsequent audit approved by the Department which identified a Department error. The consortium may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.

In order to maintain compliance with Uniform Guidance, DHS will implement a subrecipient risk assessment process to evaluate each Income Maintenance consortia's risk of non-compliance. After the assessment is completed, the results of the risk assessment will be shared with the county. The Department will work with any impacted county or consortia to mitigate risks identified in the assessment to implement appropriate financial reporting and oversight requirements. The consortia will provide any financial reports and supporting documentation requested by the Department in accordance with this evaluation and work with the Department to address any concerns identified during the assessment process.

For fiscal monitoring purposes, each consortium is required to provide the following to [DHSMDMSPASS@dhs.wisconsin.gov](mailto:DHSMDMSPASS@dhs.wisconsin.gov) before January 1 of the upcoming contract year:

- i. Detailed budget information, which may include a consortia level budget if available, or each counties budget that makes up the consortia budget that indicates income maintenance related costs, and
- ii. The consortia wide intergovernmental agreement between the counties.

- B. Total net reimbursement to the consortium for allowable expenses shall not exceed the contracted amounts of this Contract as adjusted by the terms and conditions of

Contract Addenda less any expenditures owed the Department under Department and consortium contracts. This set off only applies to funds within a consortium and will not occur between consortia.

If the Department determines, after notice to the consortium and opportunity to respond, that payments were made that exceeded allowable costs, the consortia shall refund the amount determined to be in excess with 30 calendar days of notification by the Department.

The Department may, at its sole discretion, make such refund by withholding money from future payments due the consortia, at any time during or after the Agreement period. The Department reserves the right to recover such excess funds by any other appropriate legal means.

C. The Department shall make payments to the consortium in accordance with the timeline provided and based on timely submittal of cost reports by the Consortium as provided in C. ii below.

The Department will make payments as electronic funds transfer (ACH). The Consortium will receive the deposit on the first of the month or the first banking day following the scheduled payment date if the first of the month is not a banking day.

- i. The consortium shall report actual costs incurred and paid each month and shall submit the information to the Department on form F-00642 (<https://www.dhs.wisconsin.gov/gears/index.htm>), select GEARS expense report, in accordance with the Department's GEARS reporting instructions (<https://www.dhs.wisconsin.gov/gears/index.htm>). Failure to submit the cost report by the due date, will delay payment until the next regularly scheduled payment date.
- ii. The schedule for due dates for receipt of keying documents in the GEARS Unit, anticipated GEARS run dates, and ACH deposit dates for non-municipal and municipal vendors can be found at <https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>.
- iii. The Department shall deposit payments to the consortium on a monthly basis based on expenditures submitted by the consortium on the form required by the Department.

The consortium shall provide to the Department at least 60 calendar days advance notice of any change to its bank account information which would affect deposit of funds. Failure to provide such notice may result in delays in the Department issuing payment to the Consortium's account.

- iv. The Department will use its reasonable best efforts to obtain local share/federal match (earned) for IM Programs and, unless prohibited by law, will pass through to the consortium any federal funds earned above the consortium's Income Maintenance Administrative Allocation (IMAA).

Federal funds are earned through the Income Maintenance/Wisconsin Works Random

Moment Sample (IM/W2 RMS) in accordance with the federally approved cost allocation plan. Random Moment Sampling is a sampling methodology to determine what consortia workers are doing at a set point in time. The information obtained from this process is used in claiming the federal matching funds to the state funding. The consortium will participate in the IM/W2 RMS. The consortium will report shared costs in compliance with instructions for the IM/W2 RMS. The Department and the consortium shall cooperate to ensure appropriate federal earnings.

consortia and the Department will share proportionately in RMS related shortfalls and Federal match earned above contract based on the ratio of funding between county/consortia local levy amounts and state GPR amounts contracted as the Income Maintenance base contract funding allocation for that year. The Department will develop and implement a reasonable methodology for reconciling any shortfalls after consulting with the consortia on timing and methodology. The Department and consortia will work together to determine a process and methodology for handling the consortia share of Federal match earned above contract.

In support of RMS, the Department will:

- i. Provide an updated RMS refresher training session or module for consortia use at least once a year.
  - ii. Create and share a one (1) page overview on the timing and process for making corrections to monthly RMS data which will involve monthly email notifications to consortium staff.
- D. The Department may reduce payments to the consortium to:
- i. Recover findings and questioned costs identified pursuant to an audit of the consortium or its subcontract agencies. Such an audit may be the entity-wide audit performed by the audit firm hired by the consortium, audits conducted by state and/or federal audit agencies, or audit firms hired by the state and/or federal agencies funding this Contract. The parties may negotiate the timing and amount of such recoveries upon request of the consortium.
  - ii. The Department determines that the functions performed by the consortium do not meet state and federal statutes, laws, rules and/or regulations. Failure to meet such requirements is material to the administration of the IM programs in the counties served by the consortium or the state-wide programs.
  - iii. Resolve any shortfall resulting from RMS activities identified in this Section.
- E. By March 25, 2027, the Consortium will inform the Department that it will refund the Department by April 30, 2027, any funds received pursuant to this Contract that are unspent or unencumbered prior to January 1, 2027. If the consortium does not provide a refund check, the Department will adjust funds as part of the contract year reconciliation process.
- i. Distribution and reporting of Agency Management Support and Overhead

(AMSO) will be in accordance with the federally approved cost allocation plan for local organizational units. The consortium employee roster information will be provided to the Department in compliance with instructions from the Department for the Income Maintenance (IM)/Wisconsin Works (W-2) RMS.

- ii. The consortium will report monthly Income Maintenance administrative costs using Generally Accepted Accounting Principles and follow the Department's Allowable Cost Policy Manual which is available at: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- iii. The Department shall provide 30 calendar days advance notice to the consortium when an increase, decrease or delay of funding and/or reimbursements takes place. As appropriate to the issue resulting in the increase, decrease or delay of funding the Department shall provide information within the advance notice as to how the consortium can resolve the underlying issue or schedule a conference with the consortium to resolve the issue. The consortium may pursue its right to appeal the Department's decision as provided under this Contract after the imposition of the decrease or delay or sooner if both parties agree there is an impasse.

- F. The consortium shall not at any time reallocate funds between lines unless specific written approval is received from the Department by March 25, 2027.
- G. The Department will share federal bonus or incentive funding it receives with the consortia if the funds resulted from consortia efforts during the contract year for which the bonus or incentive amount was earned. The bonus will be shared between the Department and all Income Maintenance Agencies (consortia and Tribes) using a caseload factor for the time period during which the bonus was earned.

Consortia efforts are defined as:

- i. Funds are awarded because of the IM work activities of the consortia; and
- ii. Funds are awarded because the consortia continued to meet or newly met federal performance standards or criteria that are the basis for the bonus.

The Department will not share federal bonus or incentive funding even if the funds resulted from consortia efforts if the efforts needed to meet the performance standards or criteria originated with a department change in process or procedure, the change resulted in increased workload for the consortia and the Department provided payments to the consortia fully funding the increased workload. In instances where the Department asserts that it will not share federal bonus or incentive funding, the Department shall provide the consortia with written notice, at the time of the change in process or procedure, that the change in process or procedure is not subject to the obligation to share federal bonus or incentive

funding.

Any FoodShare bonus funding that is distributed to the consortia shall be used exclusively to support Food and Nutrition Service (FNS) allowable expenses including technology, improvements in administration and distribution, and activities to prevent fraud, waste and abuse. The Department shall issue an administrative memo detailing distribution of any FoodShare bonus funding.

## **2. FUNDING CHANGE**

The consortium agrees that the Department's obligations under this Contract are contingent upon state legislative authorization and the appropriation of sufficient state and federal funds for these purposes. In the event that the authorization changes or the state or federal government withdraws or fails to appropriate the funds necessary to complete this Contract, the Department will provide reasonable advance notice to the Consortium. The Department shall notify the consortium which, if any, services shall be performed.

If the consortium determines, in its sole discretion while exercising good faith, that continuing to perform services will necessitate a substantial increase in the total of the planned county levy contributions by its member counties, the consortium shall have the option to terminate the Contract, exercisable by providing the Department with 30 days written notice of its intent to cease providing services. Termination may not occur until the Department and the consortium meet and confer about alternatives to termination and until the Department is prepared, without undue delay not to exceed 60 days from the notice of termination (which may be extended by mutual agreement of the parties), to assume the provision of services.

## **3. FISCAL AND MEMBER REPORTING**

Funds received must be reported according to the Grant Enrollment, Application and Reporting System (GEARS) Manual, at <https://www.dhs.wisconsin.gov/gears/index.htm> as directed by the Department for Income Maintenance Activities.

Failure to report funds as specified above will result in the loss of the funds to the consortium. The consortium will then be responsible for the repayment to the Department.

#### 4. FUNDING INFORMATION

Consortium Name: Capital (Dane CO HSD)		Agency #: 13			
Agency Type: 15		Contract Period: 1/1/2026 through 12/31/2026			
GEARS Profile Name	Reporting Profile	Profile Contract Number	Current Contract Level	Contract Change Amount	New Contract Level
IMAA State Share Supplemental	76	283	\$0	\$3,237,309	\$3,237,309
IMAA Fed Share Supplemental		284	\$0	\$3,237,309	\$3,237,309
<b>Total</b>			\$0	\$6,474,618	\$6,474,618

**One half of the total funding will be available from January to June. The remaining funding will be available July 1 up to the total amount listed.**

Agency Type: 15		Contract Period: 1/1/2026 through 12/31/2026			
GEARS Profile Name	Reporting Only Profile Number	Profile Contract Number	Current Contract Level	Contract Change Amount	New Contract Level
FRAUD FS Fed Share**	58	61	\$0	\$140,590	\$140,590
FRAUD State Share**		60	\$0	\$281,180	\$281,180
FRAUD MA Fed Share**	59	62	\$0	\$140,590	\$140,590
<b>Total</b>			\$0	\$562,360	\$562,360

**\*\*The Contractor will report costs on Profile 58 (FS FPI Reporting) and 59 (MA FPI Reporting) and will be paid on Profiles 60, 61, and 62.**

### Exhibit 3: 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)

**STATE OF WISCONSIN**

Contract Name: Income Maintenance and Fraud Program Integrity Prevention  
 Contract Number: 435400-G26-13-15

**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, Division of Medicaid Services and the Capital Consortium ("Covered Entity"), ("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:

For January 1, 2026 through December 31, 2026. See the associated Income Maintenance 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:  
Dave Varana  
201 E Washington Ave.  
Madison, WI 53703  
608 266-3257

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**

<b>SIGNATURE</b> – Covered Entity Representative	Date Signed
Print Name	Title

## COVERED ENTITY

<b>SIGNATURE –</b> Covered Entity Representative	Date Signed
Print Name	Title

## **BUSINESS ASSOCIATE**

<b>SIGNATURE</b> – Business Associate Representative	Date Signed
Print Name Melissa Agard	Title Dane County Executive

Document In Process

## 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)

\_\_\_\_\_  
Melissa Agard

(Print Name)

(Date)

\_\_\_\_\_  
Dane County Executive

(Title)

\_\_\_\_\_  
(Title of Program)

\_\_\_\_\_  
(Agency / Contractor Name)

**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](http://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.

<b>SIGNATURE</b> – Official Authorized to Sign Application	Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), <i>if applicable</i>

**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: 9CC0C1A4-C7D2-47A8-A67C-8481916E5B1F

Status: Sent

Subject: RUSH RESEND Multi- Capital Consortium - IM and Fraud Program Integrity Prevention - 435400-G26-13-15

Source Envelope:

Document Pages: 55

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Matt Christensen

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201 East Washington Avenue

EnvelopeD Stamping: Enabled

Madison, WI 53703

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

Matthew.Christensen@dhs.wisconsin.gov

IP Address: 136.226.84.208

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Matthew.Christensen@dhs.wisconsin.gov

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Pool: DHS

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## Signer Events

Cody Wagner

### Signature

CodyW.Wagner@dhs.wisconsin.gov



Office of Legal Counsel

Signature Adoption: Uploaded Signature Image

Wisconsin Department of Health Services

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Signed: 1/15/2026 10:33:14 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Melissa Agard

contracts@dane-county.gov

Dane County Executive

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 1/15/2026 11:12:13 AM

ID: a204099f-56fd-46d1-83cf-4241d5a600ff

Bill Hanna

william.hanna@dhs.wisconsin.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 1/14/2026 3:57:15 PM

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Sent: 1/15/2026 10:33:18 AM

Viewed: 1/15/2026 11:12:13 AM

## 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
<p>Jonathan Schmirler jonathan.schmirler@dhs.wisconsin.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 1/15/2026 10:12:35 AM
<p>GEARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 1/15/2026 10:12:35 AM
<p>DMS PASS DHSDMSPASS@dhs.wisconsin.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Adam Chorlton Chorlton.Adam@countyofdane.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Riley Samis riley.samis@dhs.wisconsin.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Shawn Tessmann Tessmann.Shawn@countyofdane.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/18/2023 4:14:39 PM ID: 0eda9291-26be-438b-8947-e0849cb7b59a</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/15/2026 10:12:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact Wisconsin Department of Health Services:**

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

To contact us by email send messages to: [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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 [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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 [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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 [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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.