

Dane County Contract Cover Sheet

Revised 06/2021

Res 107
significant

Dept./Division	Emergency Management/EMS		
Vendor Name	WI Department of Health Services	MUNIS #	3716
Brief Contract Title/Description	Accepting Grant for Public Health Vending Machines		
Contract Term	6/1/2024-9/30/2024		
Contract Amount	\$ 110,000.00		

Contract # Admin will assign	15583
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	Kailey Peterson	Name	Tiffany Nielson
Phone #	608-283-3996	Phone #	608-260-5119
Email	peterson.kailey@danecounty.gov	Email	tiffanym.nielson@dhs.wisconsin.gov
Purchasing Officer	Megan Rogan		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



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

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

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	107
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
Meier, Carrie	Digitally signed by Meier, Carrie Date: 2024.09.03 15:22:08 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 9/3/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, September 4, 2024 8:24 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15583
Attachments: 15583.pdf

Importance: High

Tracking:	Recipient	Read	Response
	Hicklin, Charles		Approve: 9/4/2024 2:38 PM
	Rogan, Megan	Read: 9/4/2024 8:25 AM	Approve: 9/4/2024 8:25 AM
	Gault, David	Read: 9/4/2024 8:53 AM	Approve: 9/4/2024 8:56 AM
	Cotillier, Joshua		Approve: 9/4/2024 9:13 AM
	Stavn, Stephanie	Read: 9/4/2024 8:58 AM	
	Oby, Joe		

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

Contract #15583
Department: Emergency Management
Vendor: WI Dept of Health Services
Contract Description: Accepting Grant for Public Health Vending Machines (Res 107)
Contract Term: 6/1/24 – 9/30/24
Contract Amount: \$110,000.00

Thanks much,
Michelle

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.

1
2
3 **2024 RES-107**

4 **AUTHORIZING ACCEPTANCE OF HARM REDUCTION VENDING MACHINE GRANT**

5 The EMS Division of the Department of Emergency Management has been awarded
6 \$110,000.00 from Wisconsin Department of Health Services (DHS) as part of the Public Health
7 Harm Reduction Vending Machine Grant program. The Public Health Harm Reduction Vending
8 Machine Grant assists counties to purchase, install, and operate public health vending
9 machines. Due to the significant number of overdose deaths that occur every year throughout
10 Dane County and the state of Wisconsin, providing access to low barrier harm reduction
11 supplies is an essential tool in combating unnecessary overdose deaths. According to the Dane
12 County Overdose Fatality Review conducted by Public Health Madison & Dane County, 45% of
13 individuals who died of an overdose in 2020 had visited the Emergency Department in the year
14 before they died. These funds will be used to purchase, install, and maintain two outdoor
15 vending machines and the harm reduction supplies to stock them, such as naloxone and
16 fentanyl test strips. The machines will be located at two of the Madison area hospital's
17 Emergency Department entrances.

18
19 **NOW, THEREFORE, BE IT RESOLVED** that \$110,000 be set up as a newly created
20 Emergency Management, Emergency Medical Services Division, Harm Reduction Vending
21 Machine revenue, and be credited to the General Fund with an account number to be assigned
22 by the Controller's Division upon passage of this resolution.

23
24 **BE IT FURTHER RESOLVED** that \$110,000 is transferred from the General Fund to a newly
25 created Emergency Management, Emergency Medical Services Division, Harm Reduction
26 Vending Machine expenditure account with an account number to be assigned by the
27 Controller's Division upon passage of this resolution.

28
29 **BE IT FINALLY RESOLVED** that all unexpended funds and unrecognized revenues from this
30 account be carried forward from the 2024 to the 2025 budget period.



15583

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Dane County-Other
for
Public Health Vending Machines - SUBG

DHS Grant Agreement No.: 435200-G24-13-20
Agreement Amount: \$110,000
Agreement Term Period: 6/1/2024 to 9/30/2024
GEARS Pre-Packet No: 27168

DHS Division: Division of Care and Treatment Services
DHS Grant Administrator: Tiffany Nielson
DHS Telephone: 608-260-5119
DHS Email: tiffaneym.nielson@dhs.wisconsin.gov

Grantee Grant Administrator: Kailey Peterson
Grantee Telephone: 608-571-9794
Grantee Email: Peterson.Kailey@danecounty.gov
Grantee Unique Entity Identifier (UEI) Name:
Grantee Unique Entity Identifier (UEI) Number:

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

State of Wisconsin
Department of Health Services

Grantee
Entity Name: Dane County

Authorized Representative

Authorized Representative

Name: _____

Name: Jamie Kuhn

Title: _____

Title: Dane County Executive

Signature: _____

Signature: _____

Date: _____

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 Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

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

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

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

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

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

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

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

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

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

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

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

2. ORDER OF PRECEDENCE

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

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

3. PARTIES

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

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
- B. The Grantee is: Dane County-Other
The Grantee's principal business address is: 210 MARTIN LUTHER KING JR, MADISON, WI, 537090001

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

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

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

4.1 List of Exhibits

- Exhibit 1: Application
- Exhibit 2: Work Plan
- Exhibit 3: Special Requirements

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Tiffany Nielson**
Telephone: **608-260-5119**
Email: **tiffaneym.nielson@dhs.wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **Kailey Peterson**
Telephone: **608-571-9794**
Email: **Peterson.Kailey@danecounty.gov**

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

6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5th of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (<https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: https://www.govregs.com/regulations/title2_chapterII_part200_subpartD_subjgrp29_section200.322

9. AFFIRMATIVE ACTION

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

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

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the 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 Grantee must make a reasonable accommodation.

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

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

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

10. CIVIL RIGHTS COMPLIANCE

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

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

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

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

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

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

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

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

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

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

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

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, “Business Associate” shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and “Covered Entity” shall mean the State of Wisconsin, Department of Health Services.

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

This Section shall survive the termination of the Agreement.

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 Grantee’s further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

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

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

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin

Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

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

16. CHANGES IN ACCOUNTING PERIOD

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

17. PROPERTY MANAGEMENT REQUIREMENTS

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

18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided

and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:

1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date:* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or

review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 - 1. The auditee did not have an audit.
 - 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 - 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 - 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 - 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 - 1. Requiring modified monitoring and/or reporting provisions;
 - 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 - 3. Disallowing the cost of audits that do not meet these standards;
 - 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 - 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 - 6. Assessing financial sanctions or penalties;
 - 7. Discontinuing contracting with the auditee; and/or
 - 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

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

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event,

compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
 11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
 12. Grantee performance threatens the health or safety of a state employee or state customer.

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

23. DISPUTE RESOLUTION

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

- A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.

- B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **45 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 Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

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

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

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

31. DEBARMENT OR SUSPENSION

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

32. DRUG FREE WORKPLACE

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

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:

1. Grantee will provide a DCTS Performance Report no later than 30 days past contract end date unless otherwise stipulated in writing by DHS.
2. Agencies will report all expenses to this profile.
3. The purpose of the Public Health Vending Machine program is to purchase a public health vending machine (indoor/outdoor) and/or supplies limited to NARCAN/naloxone and fentanyl test strip supplies.
4. Please provide the location of each vending machine and logistical information including hours of operation and any special access requirements.

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 Grantee'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	533212
FAIN	B08TI085839
Federal Award Date	8/22/2023
Subaward period of Performance Start Date	6/1/2024
Subaward period of Performance End Date	9/30/2024
Amount of Federal Funds obligated (committed) by this action	\$110,000
Total Amount of Federal Funds obligated (committed)	\$110,000
Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listing Number	93.959
Assistance Listing Name	Block Grants for Prevention and Treatment of Substance Abuse
Total made available under each Federal award at the time of disbursement	\$28,103,864
R&D?	No
Indirect Cost Rate	5.70%

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: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
13	Dane County-Other	20	6/1/2024	9/30/2024	\$110,000

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls¹
533212	Harm Reduct Vend Machines		-	\$110,000	\$110,000	N/A
					\$110,000	

¹ See "Funding Controls."

DCTS ANNUAL GRANT/CONTRACT APPLICATION
Exhibit 1

Use the **TAB** key to move through this form.

Grant/Contract Title (DHS contract administrator to fill-in) Public Health Vending Machines - SUBG		Contract Period Date (DHS contract administrator to fill-in) From: 6/1/2024 Through: 9/30/2024	
Grantee Name – Applicant Agency (as registered with sam.gov, if applicable) Dane County Emergency Management, EMS Division		Employer Identification Number (FEIN) 39-6005684	Unique Entity Identifier (UEI) 076148766
Street Address 2982 Kapec Rd	City Fitchburg	State WI	Zip Code 53719
Grantee Administrator Name – Grant Contract Coordinator Kailey Peterson		Email Address Peterson.Kailey@danecounty.gov	
Street Address 2982 Kapec Rd	City Fitchburg	State WI	Zip Code 53719
Grantee Fiscal Contact Name Chuck Hicklin	Phone Number 608-266-4109	Email Address Hicklin.Charles@danecounty.gov	
Area(s) to be Served Dane County		Counties and/or Tribes (list all covered by this grant) Dane County	
Number Served (How many persons will receive services during THIS period, enter N/A if not applicable) Persons Served: Click here to enter text.			
If project will be subcontracted or operated as a consortium, list name, and address of each participating agency (attach additional sheets, if necessary):			
Agency Name Click here to enter text.	Address Click here to enter text.	City Click here to enter text.	State State. Zip Zip.
Agency Name Click here to enter text.	Address Click here to enter text.	City Click here to enter text.	State State. Zip Zip.
Total Budget Amount Requested (Must match amount on budget template F-01601) \$110,000		Total Dollar Match (If required) \$Click here to enter text.	
Name/Title – Official Authorized to Commit Applicant Agency to this Contractual Agreement Charles Tubbs, Sr., Director of Emergency Management		Date 7/1/2024	
Email Address of Authorized Official Tubbs.Charles2@danecounty.gov		Phone Number 608-266-4330	

This application has been approved by the official authorized to commit applicant agency to this contractual agreement.

Public Health Vending Machine Application

Project Purpose

The Wisconsin Department of Health Services is using federal Substance Abuse Prevention and Treatment Block Grant funding to expand harm reduction efforts across the state through its Public Health Vending Machine Project. Public Health Vending Machines (PHVM) protect and promote the health and safety of people who use drugs. Many people do not seek assistance or services for their drug use due to a fear of being judged and arrested. HRVM act as a highly accessible, safe option for people to obtain free lifesaving help, including Fentanyl Test Strips (FTS) and Narcan®/naloxone, the opioid overdose reversal medication.

The goals of this PHVM contract include:

- Improving the quality of life for people who use drugs by providing free health and safety supplies in communities most impacted by overdoses and overdose deaths.
- Reducing the stigma related to drug use by treating people who use drugs with dignity and respect.

The priority populations for this PHVM contract include:

- People who use drugs who are not currently connected to harm reduction services.
- People who identify as a member of a community disproportionately impacted by Wisconsin's current drug overdose epidemic, including African Americans and Native Americans.
- People who may witness a drug overdose.

Contact Information

1. Your name

Kailey Peterson

2. Your email address

peterson.kailey@danecounty.gov

3. Name of your organization

Dane County Emergency Management - EMS

4. Your role or title

Opiate Prevention Specialist

Project Abstract

5. Project abstract (500 words maximum):

In Public Health Madison & Dane County's published report reviewing data from the Overdose Fatality Review up until the year 2020, it was identified that 45% of people who died from an overdose had an emergency department visit in the year before they died. Of those 45%, 24% were for a non-fatal overdose, 34% occurred within 30 days of death, and 45% had 3 or more ED visits in the year before they died. This proves to be an opportunity for intervention. Another one of the themes identified in the Overdose Fatality Review was to address Stigma and Bias associated with drug use. This stigma and bias can be a barrier for those seeking treatment, especially in medical settings. Although some hospitals have started providing harm reduction supplies and screening for substance use, there is still a large gap to providing resources and interventions to those who need it due to shame, stigma, bias, fear of legal consequences, mistrust of the medical system, etc. Hospitals also have very strict regulations regarding medications (even OTC), so a vending machine outside of the hospital provides lower barriers to accessibility.

We propose putting outdoor vending machines outside the emergency departments at two hospitals in Dane County (based on highest need). This vending machine would provide a "no questions asked" approach to providing necessary life-saving tools to people who use drugs, their loved ones, and first responders who frequent the ED to drop off patients, who are all included in the high-need category in evidence-based Naloxone saturation plans. Dane County Emergency Management -EMS Division works closely with the area hospitals and we have confidence in our working relationship to provide this life-saving resource for the community.

Project Narrative

6. Which public health vending machine package(s) are part of your project? Indicate how many of each package are part of your project.

Outdoor public health vending machine package - \$55,000 : 2

7. Organizational capacity (200 words maximum):

I am a trained mental health/substance use counselor and advanced practice social worker. I am a State certified Narcan trainer through WI DHS and worked in a grant-funded harm reduction program for two years working directly with people who use drugs (PWUD). I provided harm reduction services to these clients by providing safe drug use education and supplies, safe sex education and supplies, access to care regardless of substance use, case management for basic needs, etc. Not only have I provided direct care utilizing a harm reduction model, but I've also traveled to EMS, Fire, and Law Enforcement agencies across the county to train on using harm reduction modalities and resources. One of the main objectives of my role at DCEMS was to establish the EMS Leave Behind Program (HOPE Kits). Through my efforts, most EMS agencies in Dane County now have HOPE kits and are distributing them to non-fatal overdose survivors and their loved ones. I am now moving on to including Law Enforcement and hospitals into this harm reduction Leave Behind program to provide necessary life-saving tools and resources to the individuals they work with.

8. Population(s) of focus (200 words maximum):

Black individuals make up roughly 6% of the Dane County population yet make up roughly 25% of EMS overdose calls. Black individuals are dying from overdose at nearly 5-6 times the rate of white individuals in Dane County. Although not all individuals go to hospitals for medical care following an overdose, many may not disclose their use or ask for help due to mistrust of the medical community, stigma, fear of legal consequences, etc. Being that 45% of individuals in 2020 died from an overdose had a hospital visit within the year before they died, this illustrates an opportunity to provide resources and life-saving tools to those in need. Whether someone is going to the ED for a related or non-related medical issue, having a Narcan vending machine would make it possible for people to get life-saving resources for themselves, family, loved ones, friends, etc. This would also provide a space for Public Safety to refill their supply of Narcan if needed. This strategy aligns with evidence-based Naloxone saturation protocols as this would assist the highest need individuals to get Narcan with minimal hoops to jump through.

9. Program design (500 words maximum):

At DCEMS, we've already met with hospital leadership to determine ability to provide harm reduction supplies to patients and barriers they are facing. We have a great working relationship with Public Health Madison & Dane County (PHMDC) who could provide insight as to setting up and maintaining the machine, as well as connecting us with PWUD to hold a listening session to get feedback on the most helpful tools to include in the vending machine. The vending machines will be accessible outside of the hospital EDs 24/7. There will not be limits to the amount per visit nor any access cards/codes required. DCEMS will provide the insurance and coordinate the vending machine maintenance. DCEMS will utilize already established relationships to coordinate monitoring the supply of vending machines and any maintenance issues. The Opiate Prevention Specialist will lead the execution of the goals, objectives, and follow-up.

Goals- Increase low-barrier accessibility to harm reduction supplies to individuals in hospital setting.

Objective 1: Choose which hospital EDs to place vending machines based on highest need (overdose numbers, availability of existing resources, etc.).

Objective 2: Obtain approval from hospital leadership, local stakeholders, etc.

Objective 3: Create QR codes to place on vending machines for resources, feedback, etc.

Objective 4: Hold listening session with PWUD in partnership with PHMDC to learn which Harm Reduction supplies would be most helpful; ongoing with PHMDC SSP to keep up-to-date

Objective 5: Create process for monitoring supply, re-stocking, maintenance checks, etc.

Objective 6: Order and place vending machines in chosen ED locations

10. Availability (50 words maximum):

Proposed locations:

Locations: outside of ED entrances in Dane County at two hospitals (TBD by highest need). There is ample parking at each hospital and public transportation available to most.

11. Safety and security (100 words maximum):

DCEMS will utilize pre-existing relationship with area hospitals to work with hospital security to ensure safety of staff and individuals utilizing the vending machines.

12. Supplies (100 words maximum):

DCEMS will coordinate with PHMDC to hold a focus group of PWUD to learn what supplies would be the most helpful to them. We will make sure to capture populations with high overdose rates by connecting with the African American Opioid Coalition, LGBT Outreach, Centro Hispano, etc. Pending feedback from listening sessions, the vending machines will provide Narcan and fentanyl test strips. DCEMS will also stay connected with PHMDC SSPs to stay updated on current drug trends and needed supplies.

13. Marketing and promotion (100 words maximum):

Using pre-existing relationships, DCEMS will coordinate with the following organizations to promote the vending machines: PHMDC, Safe Communities, African American Opioid Coalition, Centro Hispano, LGBT Outreach, Public Safety agencies (EMS, Fire, Law Enforcement), Dane County Human Services, UW Health, SSM Health, Meriter, Journey Mental Health, local MOUD/OTP clinics, outpatient behavioral health clinics, etc. DCEMS will also post on our social media pages and attend resources fairs to promote these resources.

14. Sustainability (200 words maximum):

Our office receives Opioid Settlement dollars to support Narcan access for Public Safety spaces and EMS Leave Behind Program. We will utilize our Narcan funds to keep the machines stocked with Narcan and once we surpass the vending machine funding. We will also coordinate with our hospitals, PHMDC, and Safe Communities to continue stocking these machines. We will also reapply for any vending machine re-stock funding when available.

Budget

	Quantity	Total Budget
Outdoor Vending Machine and Supply Package	2	\$110,000
Indoor Vending Machine and Supply Package		
Supply Package Only		
Total		\$110,000

EXHIBIT 3 Special Requirements

Treatment Services Funded with Substance Abuse Prevention & Treatment Block Grant (SAPTBG) Funds

I. Treatment Services Requirements

A. Priority Populations

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

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

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

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

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

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

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

C. Interim Services

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

Per Title 45: Part 96.121(4), Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program. The purposes of the

services are to reduce the adverse health effects of such disorders, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risk of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

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

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

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

1. In order to obtain Block Grant funds, the State requires Contractors and their sub-contracted providers that receive funding under the grant and treat individuals who inject drugs to provide to the State Opioid Treatment Authority, upon reaching 90 percent of its capacity to admit individuals to the program, a notification of that fact within seven days. In carrying out this section, the Contractor and its subcontracted providers shall establish a capacity management program which reasonably implements this section—that is, which enables any such program to readily report to the State Opioid Treatment Authority when it reaches 90 percent of its capacity—and which ensures the maintenance of a continually updated record of all such reports and which makes excess capacity information available to such programs.
2. In order to obtain Block Grant funds, the Contractor and their subcontractors shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than—
 - (a) 14 days after making the request for admission to such a program; or

- (b) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.
3. In carrying out subsection 2(b), the Contractor shall establish a waiting list management program which provides systematic reporting of treatment demand to the State. The Contractor shall require that any program receiving funding from the grant, for the purposes of treating persons who inject drugs, establish a waiting list that includes a unique patient identifier for each injecting drug user seeking treatment including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the Contractor shall ensure that the program provide such individuals interim services as defined in § 96.121 and in Section C (3) above, and ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission. The Contractor shall also ensure that the programs consult the capacity management system as provided in paragraph 2(a) of this section so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within reasonable geographic area.
4. In carrying out paragraph 2(b) of this section the Contractor shall ensure that all individuals who request treatment and who cannot be placed in comprehensive treatment within 14 days, are enrolled in interim services and those who remain active on a waiting list in accordance with paragraph 3(c) of this section, are admitted to a treatment program within 120 days. If a person cannot be located for admission into treatment or, if a person refuses treatment, such persons may be taken off the waiting list and need not be provided treatment within 120 days. For example, if such persons request treatment later, and space is not available, they are to be provided interim services, placed on a waiting list and admitted to a treatment program within 120 days from the latter request.
5. The Contractor shall require that any entity that receives funding for treatment services for persons who inject drugs carry out activities to encourage individuals in need of such treatment to undergo such treatment. The Contractor shall require such entities to use outreach models that are scientifically sound, or if no such models are available which are applicable to the local situation, to use an approach which reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:
- (a) Selecting, training and supervising outreach workers;
 - (b) Contacting, communicating and following-up with high risk substance users, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
 - (c) Promoting awareness among persons who inject drugs about the relationship between injecting drug abuse and communicable diseases such as HIV;
 - (d) Recommend steps that can be taken to ensure that HIV transmission does not occur; and
- (e) Encouraging entry into treatment.
6. The Contractor will comply with State monitoring and reporting to assure compliance with this section. Contractors will report under the requirements of § 96.122(g) on the specific strategies used to identify compliance and will follow any corrective actions to be taken to address identified problems.

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

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

F. Requirements Regarding HIV, 45 CFR 96.128

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

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

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

G. Additional Requirements, 45 CFR 96.132

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

- H. Charitable Choice, 42 USC §300x-65 and 42 CFR §§54.8 (c) (4) and 54.8 (b)** The Contractor must comply with 42 USC §300x-65 and 42 CFR §§54.8 (c) (4) and 54.8 (b), Charitable Choice Provisions and Regulations. Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance use disorder funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of beneficiaries. Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the Contractor's SAPTBG program and services. No

SAPTBG funds provided directly to organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the Contractor and/or vendor/subcontractors or services for which it receives SAPTBG funds under any applicable program, and participation must be voluntary for the Contractor and/or vendor/subcontractor beneficiaries. The term “alternative services” means services determined by the State to be accessible and comparable and provided within a reasonable period of time from another substance use disorder provider (alternative provider) to which the program beneficiary (services recipient) has no religious objection. The Contractor must report information to the State the number of persons provided alternative services as noted in Section III. F. This information is used to ensure compliance with this requirement.

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

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

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

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

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

3. The program does not expend SAPTBG funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment [42 USC 300x-31(a), 45 CFR section 96.135(a) (3) and (d)].
4. The program does not expend SAPTBG funds to provide financial assistance to any entity other than a public or nonprofit private entity [42 USC 300x-31(a), 45 CFR section 96.135(a)(5)].
5. The program does not expend SAPTBG funds to provide individuals with hypodermic needles or syringes [42 USC 300x-31(a), 45 CFR section 96.135(a)(2)].
6. The program does not expend SAPTBG to provide treatment services in penal or correctional institutions of the State.
7. SABG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

III. Payment Schedule, 45 CFR 96.137

- A. The program uses the SAPTBG as the “payment of last resort” for services for pregnant women and women with dependent children and TB services and, therefore, makes every reasonable effort to do the following:
 1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 2. Secure from patients or clients’ payments for services in accordance with their ability to pay.
 3. The amount set aside for women’s services shall be expended on individuals who have no other financial means of obtaining such services as provided in 45 CFR § 96.137.

IV. State Statutory and Administrative Rule Requirements

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

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

A. Legal Status of Consumer:

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

B. Patient/Client Rights:

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

C. Confidentiality Requirements:

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

D. Provider Regulations:

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

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

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

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 www.sam.gov.

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

SIGNATURE – Official Authorized to Sign Application		Date Signed
For <i>(Name of Vendor)</i> Dane County	Unique Entity Identifier (UEI), <i>if applicable</i> M7DYJMKQ9MH7	

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

(Signature of Official Authorized to Sign Application)

Jamie Kuhn

(Print Name)

Dane County

(Agency / Contractor Name)

(Date)

Dane County Executive

(Title)

Public Health Vending Machines

(Title of Program)