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State of Wisconsin
Department of Health Services

Tony Evers, Governor
Kirsten L. Johnson, Secretary

Advisory Notification of Calendar Year 2027

Contract Covering Social Services and Community Aids Allocations

DATE: 10/19/2026

TO: County Board Chairpersons
County Departments of Community Programs Directors
County Departments of Developmental Disabilities Services Director
County Departments of Human Services Directors
County Departments of Social Services Directors

FROM: Debra K. Standridge, Deputy Secretary
Office of the Secretary
Department of Health Services

Signed by:
Deb Standridge
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The purpose of this communication is to provide information to support the Department of Health Services (DHS) State County Grant Award Contract process, by announcing the current calendar year (CY) Department of Health Services Final Allocation amounts, and to highlight major changes to language in the State and County Grant Award Contract template and the program profile requirements. The State and County Grant Award Contract establishes a contractual relationship between the local county agency and DHS.

The documents listed below are published on the DHS State and County Contract webpage:

- Advisory Notification of Calendar Year 2027
- The Department of Health Services Final Allocations spreadsheet

Open Public Participation Process

Counties must meet the open public participation process requirements in Wis. Stat. § 46.031(3). Contact your Area Administrator with any questions.

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The Wisconsin Board for People with Developmental Disabilities (WBPDD)

Under Wis. Stat. § 51.437(7)(a), WBPDD has review and advisory responsibilities on community budgets and plans for programs affecting persons with developmental disabilities. The Board will issue instructions which enable it to carry out these responsibilities.

CONTRACT REVISIONS

State County Grant Award Contract Template Revisions

Signature Page Preamble Language updated to:

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.

Section 5 PAYMENT FOR GRANT AWARD updated to:

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: GEARS Reports website
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:
D. Unless otherwise defined in the supporting guidance documentation, such as the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
E. Properly submitted expenditures will be processed in accordance with the GEARS Processing Dates schedule. The GEARS Processing Dates schedule can be found here: (https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm). Some payments to the Grantee may be contingent upon review and approval of properly submitted expenditures along with other required documentation. Supporting guidance documentation, such as the

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scope of work, will provide more information about these requirements, if applicable. Approved expenditure will be processed on the next available GEARS Processing Date following this review and approval. If the payment is subject to the additional review and approval requirement, and DHS determines that payments were requested for costs that are unallowable or otherwise inconsistent with program requirements, payment for those costs will be withheld or denied. In such cases, the Grantee will be notified and provided information regarding next steps.

F. Payments to the Grantee shall not exceed the total Agreement award.
G. Grantee may report costs for activities that rely on federal funds that have not been received by DHS. Payments will be made by DHS for activities that rely on federal funds that DHS expects to receive but have not yet been received by DHS; such payments will be subject to repayment by the grantee if DHS does not receive the expected federal funds.
H. If DHS determines that payments were made that exceeded allowable costs or were made for activities that rely on federal funds that are not received by DHS, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess or that relied on federal funds not received by DHS 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 funds by any other appropriate legal means.

Section 6 REPORTING

Part C added "The Grantee shall report annual expenses and revenues related to human services activities through the Program Participation System (PPS) as specified by DHS, on the schedule established by DHS."

Section 7 FEDERAL AND STATE RULES AND REGULATIONS

Parts G and H – removed

Section 9 CIVIL RIGHTS COMPLIANCE updated to:

"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

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applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. § 791 et. seq.), specifically Sections 504 and 508, Section 1557 of the Affordable Care Act (42 U.S.C. § 18116 et. seq.), the Nondiscrimination in Healthcare Programs and Activities Rule (89 F.R. 37522) published on April 24, 2024, and the Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance (89 F.R. 40179) published on May 9, 2024, the State of Wisconsin and those receiving federal funding must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) created by or for the State of Wisconsin are accessibility to people with disabilities. To meet those regulations, the Grantee shall comply with these Federal requirements in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA for all Products and Services provided under the Agreement.

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

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

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*,* 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 application or admission to; participation in; in aid 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 Grantee

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directly or through a subGrantee or any other entity with which Grantee arranges to carry out its programs and activities.

The Grantee agrees to:

Administer the program in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; and to implement the FNS-approved State Plan of Operation.

2. Assurance of Civil Rights Compliance: Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), section 11(c) of the Food and Nutrition Act of 2008, as amended (7 U.S.C. 2020), Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at 28 CFR part 35 and 36, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000), and all requirements imposed by the regulations issued by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP. This includes program-specific requirements found at 7 CFR part 15 *et seq.* and 7 CFR 272.6.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal assistance extended to the Grantee passed through the State of Wisconsin by USDA under the authority of the Food and Nutrition Act of 2008, as amended. Federal financial assistance includes grants, and loans of Federal funds; reimbursable expenditures, grants, or donations of Federal property and interest in property; the detail of Federal personnel; the sale, lease of, or permission to use Federal property or interest in such property; the furnishing of services without consideration, or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient; or any improvements made with Federal financial assistance extended to the Grantee through the State, sourced from USDA. This assistance also includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Grantee assures that it will assist the State of Wisconsin in the State's requirements to compile data, maintain records, and submit records and reports as required,

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to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, USDA, FNA, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the State, passed through from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Executive Order 13166 and guidance found at 65 Fed. Reg. 50123 (Aug. 16, 2000)), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq. and implementing regulations found at 28 C.F.R. part 35, title II, subtitle A), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq. and implementing regulations found at 45 C.F.R. part 91), and Department of Agriculture regulations on nondiscrimination (7 C.F.R. parts 15, 15a and 15b), Grantee shall not discriminate against any person on grounds of race, color, national origin, age, sex, or disability in application or participation in; or in receipt of services or benefits of any program funded by the United States Department of Agriculture. Note: A new guidance tool is under development by the Food and Nutrition Administration (FNA) to replace the previous Food and Nutrition Service (FNS) instructions (FNS Instruction Number 113-1 (Nov. 8, 2005), please refer to new guidance as it is made available per the March 3, 2026, memo.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) 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). The current Civil Rights Compliance Requirements and all appendices for the current Civil Rights Compliance period, 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 template and instructions for the CRC Plan, can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
201 E. Washington Ave., Room E200B
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)

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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 completed by Docusign PowerForm or printed and sent to (email preferred):

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

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring, or enforcement related to the civil rights compliance of the Grantee or its SubGrantee under this Agreement."

Section 12 SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

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

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

Section 16 ACCOUNTING REQUIREMENTS

Part A updated to: "The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of reports required by this Agreement, and support expenditure reports or invoices submitted to DHS."

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Section 19 AUDITS

Part A updated to: "Requirement to Have an Audit: The Grantee shall submit an annual audit to DHS if the total amount of annual funding expended through this and other direct grants with DHS (for all its divisions or subunits taken collectively) is $100,000 or more."

PROGRAM REQUIREMENT REVISIONS

BCA (561)

Beginning in 2027, the full BCA will be issued at the start of the year. However, a 3/12 control will be in place through June 30th, 2027, to manage within GPR budget limits across state fiscal years for the calendar year contract. The split sections for BCA and BCA match profiles will be discontinued, and two columns will be removed from the Final Allocations spreadsheet. The amount counties can be paid annually will remain the same.

State Match/County Match (681)

This amount is based upon 9.89 percent of all match funds.

Coordinated Services Teams (515) (523)

There has been a significant change in how the 20% match requirement is reported. Profile ID 523 will allow reporting of the required match/non-reimbursable expenses in GEARS.

Birth to Three Program (550)

Update to Section III., Item G In Fiscal and Client Reporting on the Earning and Use of Additional Funds:
Beginning in 2027, Section G will be updated to reflect the move to a new system. 'All information shall be entered into the Health Engagement & Reporting Tool (HEART) in a timely and accurate manner as required for the Federal Office of Special Education Programs (OSEP) reporting purposes or for use by the Department.

QUESTIONS:

If you have any questions, please contact DHS Area Administration.