



CONTRACT FOR SERVICES
between
State of Wisconsin Department of Health Services (DHS)
and
Vendor
for
Include, Respect, I Self-Direct (IRIS) Program

This Contract is between the State of Wisconsin Department of Health Services (DHS), at 1 West Wilson Street, Madison, Wisconsin 53703, and [Vendor] at [vendor address]. With the exception of the terms being modified by this Contract modification, all other terms and conditions of the existing contract, including funding, remain in full force and effect. This Modification, including any and all attachments herein and the existing contract, collectively, are the complete contract of the parties and supersede any prior contracts or representations. DHS and the Contractor acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing contract as modified by this action. This Modification 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.

Contract ID Number:

Contract Amount: See rates in Article XV. Payment to IRIS Contractors, in contract issued January 1, 2021

Contract Term: January 1, 2021 to December 31, 2022

Optional Renewal Terms: n/a

DHS Division: Division of Medicaid Services

DHS Contract Administrator: Amy Chartier, Amy.Chartier@dhs.wisconsin.gov

DHS Contract Manager: Dana Raue, Dana.Raue@dhs.wisconsin.gov

Contractor Contract Administrator:

Contractor Telephone:

Contractor Email:

Modification Description: i.e. Contract Renewal

Article I. Definitions

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97. **Vulnerable/High Risk Participant:** a participant who is dependent on a single caregiver, or two or more caregivers all of whom are related, to provide or arrange for the provision of nutrition, fluids, or medical treatment that is necessary to sustain life and to whom at least one of the following applies:

- Is nonverbal and unable to communicate feelings or preferences; or
- Is unable to make decisions independently; or
- Is clinically complex, requiring a variety of skilled services or high utilization of medical equipment; or
- Is medically frail.

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Article III. Contractual Relationship

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F. Modification of the Contract

This Contract will be modified if changes in federal or state laws, regulations, rules, or amendments to Wisconsin's CMS approved waivers or the MA state plan require modification to the contract. In the event of such change, the Department will notify the Contractor in writing. If the change materially affects the Contractor's rights or responsibilities under the contract and the Contractor does not agree to the modification, the Contractor may provide the Department with written notice of termination at least ninety (90) days prior to the proposed date of termination.

This contract may be modified at any time by written mutual consent of the contractor and the Department. Unless otherwise agreed to, the effective date of any modification(s) of this contract is the later of the dates signed by authorized persons from the contractor and the Department.

Article IV. Contractor Administration

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R. Civil Rights Compliance and Affirmative Action Plan Requirements

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3. Civil Rights Compliance (CRC)

As required by Wis. Stat. § 16.765, in connection with the performance of work under this contract and the accompanying contract, the Contractor 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. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (nondiscrimination on the basis of race, color, national origin), Section 504 of the Rehabilitation Act of 1973 (nondiscrimination on the basis of disability), the Age Discrimination Act of 1975 (nondiscrimination on the basis of age), regulations of the U.S. Department of Health and Human Services issued pursuant to these three statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91, the Contractor shall not exclude, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, national origin, disability, or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, and in staff and employee assignments to participants, whether carried out by the Contractor directly or through a sub-contractor or any other entity with which the Contractor arranges to carry out its programs and activities.

Additionally in accordance with Section 1557 of the Patient Protection and Affordable Care Act of 2010, 42 U.S.C. § 18116, and rules promulgated to implement Section 1557 (81 Fed. Reg. 31376 et. Seq. (May 18, 2016) (amending 45 C.F.R. Part 92 to implement Section 1557)), the Contractor shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex in admission to, participation in, or

receipt of the services and benefits under any of its health programs and activities, and in staff and employee assignments, whether carried out by the Contractor directly or through a subcontractor or any other entity with which the Contractor arranges to carry out its programs and activities.

The Contractor must file a Civil Rights Compliance Letter of Assurance (CRC LOA) within fifteen (15) working days of the effective date of the Contract. If the Contractor employs fifty (50) or more employees and receives at least \$50,000 in funding, the Contractor 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 Contract 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: Attorney Laura Varriale
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 266-1258 (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 Contractor 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 Strategic Sourcing
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707

-or-

DHSCContractCompliance@dhs.wisconsin.gov

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

W. Marketing/Outreach Plans and Materials

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3. Contractor agreement to abide by marketing and distribution criteria

- a. The Contractor agrees to engage only in marketing activities and distribute only those marketing materials that are pre-approved in writing.
- b. All activities must not be intended to target or exclude a specific target population or subgroup of individuals.

4. Participant Usability

All marketing/outreach materials must be easily understood and readable for the average participant by utilizing plain language (<https://www.plainlanguage.gov/>).

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6. Prohibited Practices

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- e. Activities and materials that could mislead, confuse, or defraud participants or potential participants, or otherwise misrepresent the Contractor, its marketing representatives, the Department, or CMS. Statements that would be considered inaccurate, false, or misleading include, but are not limited to any assertion or statement (whether written or oral) that:
 - i. The participant must choose the Contractor in order to obtain benefits or in order to not lose benefits;
 - ii. The Contractor is endorsed by CMS, the federal or state government, or other similar entity;
 - iii. Practices that are reasonably expected to have the effect of denying or discouraging enrollment; or
 - iv. Practices to influence the recipient to either choose their Contractor or not choose another Contractor.
- f. Marketing/outreach activities that have not received written approval from the Department.

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Article V. Eligibility

A. Individual Eligibility Requirements

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3. Functional Eligibility

Functional eligibility for IRIS and all adult long-term care programs is determined using the Long-Term Care Functional Screen. Individuals must have a level of care assignment that would allow admission to a nursing home or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). The long-term care eligibility condition must be expected to last more than 12 months.

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Article VI. Enrollment & Orientation

A. ADRC Referral Process

- 1. When a participant chooses IRIS, the ADRC representative will provide the participant with the program information. This material is provided to the ADRCs by DHS to ensure consistency across all ADRCs.
- 2. Contractors must work with DHS to have informational materials approved and available to ADRCs about their agency.
- 3. Once the participant chooses an ICA and FEA, the ADRC representative facilitates the referral process by submitting a referral packet to the ICA the participant has chosen.

Immediately upon creating the participant's record in the Department's case management system (WISITS), the ICA must notify the FEA of the referral.

4. IRIS participants are allowed to request a change of IRIS consultant agency and fiscal employer agent at any time.
5. Contractors are required to assist participants, other Contractors, the Department, and/or other agencies, with efficient, accurate, and unbiased transfers between agencies.
6. Contractors must adhere to documented IRIS Program Policies and Work Instructions regarding transfers.
7. ICA Transfers
 - a. If an IRIS participant or their legal decision maker wants to change ICAs, the ICA is responsible for directing the participant or their legal decision maker to their local ADRC to initiate that change.
8. FEA Transfers
 - b. The initial FEA will provide the new FEA with all necessary information regarding the participant and will ensure the participant's successful transfer between FEAs.
 - c. Participants may request to transfer FEAs at any time, transfers will take effect at the beginning of each quarter (e.g. January 1, April 1, July 1, and October 1).

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D. Enrollment and Orientation Services

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2. Enrollment and Orientation Meeting

The enrollment and orientation meeting must be conducted within 14 calendar days from the referral date. The details of the meeting must also be documented in the Department case management system (WISITS) within 2 business days.

During this meeting, the consultant shall, at minimum:

- a. Provide a review of the annual functional and financial eligibility requirements, and the role of the participant in maintaining their eligibility for Medicaid and IRIS.
- b. Provide the participant with the amount of their IRIS individual budget allocation.
- c. Provide a printed copy of the IRIS Participant Handbook ([P-01008](#)) to the participant.
- d. Discuss the required ICA service levels, including the reasons for and the process by which DHS may require an increase in ICA services, such as with a vulnerable high-risk designation.
- e. Provide information related to the ISSP, including allowable goods and services, planning tools, and available community resources.
- f. Ensure the participant understands that they must be available to speak with and/or meet with their IRIS consultant.
- g. Discuss the benefits, responsibilities, and alternatives to serving as the employer of record (e.g. hiring a vendor).
- h. Review the IRIS consultant's contact information, contact information for the participant's chosen ICA and FEA, and contact information for the IRIS Call Center.

- i. This information should be documented in front of the Participant Education Manual, and updated throughout the year, as needed when there are changes in consultant or Contractor.
 - ii. The contact information for the IRIS Call Center shall be pointed out in the IRIS Participant Handbook.
- i. A review of additional required documentation for enrollment and obtain requisite participant signatures, as required by IRIS Policy.

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Article VII. Consulting Services

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C. Ongoing Service Level Requirements

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2. Ongoing Service Level Requirements

In conjunction with the ICA service level requirements, IRIS consultants (ICs) are responsible for providing a unique level of ICA services to ensure participants effectively self-directed their services, based on their assessed needs, and that they understand their responsibilities. The services ICs must provide include, but are not limited to:

- a. Discuss assessed needs and life goals, all assessments, functional screen results, available medical records, and other available pertinent information to support participants in the identification of participant-centered outcomes.
- b. Assist in the development, implementation, and updating of the ISSP to ensure access to goods, services, supports, and to enhance success with self-direction.
- c. Ensure ISSP for each participant includes the following:
 - i. The participant’s long-term care outcomes and purpose for requesting the good or service, as well as the method by which progress towards meeting this outcome will be measured.
 - ii. The services and supports covered by natural supports, other funding sources, and the IRIS program to address the needs and outcomes of the participant as determined through an assessment and person-centered planning process.
 - iii. The 24-hour emergency backup plan for services that affect the health and safety of participants.
- d. Signatures are required for any plan changes. Per Wis. Stat. § 137.11(8) an “electronic signature” means an “electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.”
- e. Assist the participant with quality assurance activities.
- f. Assist the participant in ensuring all services and supports are arranged, to include completion of all hire required paperwork, to begin in conjunction with the ISSP service authorization dates.
- g. Ensure the participant’s requirements for training of participant-hired worker(s)/service provider(s) are documented in the ISSP.
- h. Process requests for additional funding for either a one-time expense or a budget amendment, and justification for payment above the range of rates is completed and

submitted as needed and in the format prescribed in the Department case management system (WISITS) or SharePoint.

- i. Assist the participant in managing the service plan budget by reviewing their budget statement.
 - j. Monitor, report, and address issues of budget mismanagement and/or abuse, conflict of interest, and health and safety issues.
 - k. Assist the participant and legal decision maker to develop and implement any behavior support plans and restrictive measures applications in accordance with DHS policy and the Wisconsin Restrictive Measures Protocol.
 - l. Provide ongoing oversight of the participant's understanding of acting as an employer, the IC may also provide guidance, feedback, and act as a resource to the IRIS participant, as it relates to PHW-related functions. However, ICs are not a supervisor for participant-hired workers.
 - m. Assist the participant to arrange for participant-specific training of the participant-hired worker(s)/service provider(s) in circumstances where the participant is unable to provide the training.
 - n. Use provided Departmental reports and resources to ensure the participant understands and completes requirements for functional (LTCFS) and financial eligibility on an annual basis.
 - o. In the event of a change of condition, assist the participant in arranging to have an updated LTCFS.
 - p. Assist in the mitigation of any issues of conflict of interest.
 - q. Ensure participants understand their responsibility regarding cost share, if applicable.
 - r. Report all critical incidents according to policy.
 - s. Make referrals to Adult Protective Services agencies, as needed, to address immediate or ongoing health and safety concerns.
 - t. Understand the role of the SDPC registered nurse(s) with regard to oversight, nurse consultation, and participant health and safety.
 - u. Assist DHS in implementing DHS's defined employment initiatives by assisting participants with employment needs and collecting data from participants as requested by DHS.
 - v. Refer participants who are seeking to transfer ICA to their local ADRC.
 - w. Regularly provide information on IRIS Program changes or updates.
 - x. The IC is responsible for routinely discussing multiple aspects of the participant's plan and ongoing enrollment in the IRIS Program.
3. Monthly Discussion Requirements
- a. All discussions with participants must be documented in concise detail in the participant's case notes, within the Department's case management system (WISITS).
- The monthly contact with the participant must be either telephonically or by live video. Communications by email or text do not meet the monthly contact requirements.

Topics of conversation for monthly contact shall include, but are not limited to:

- i. A review and documentation of progress on implementation of the ISSP.
 - ii. Documentation of any usage and effectiveness of the 24-hour emergency backup plan.
 - iii. A review budget spending patterns, including an analysis of any over- and under-utilization of services.
 - iv. Assessment of the quality of services, access to supports, and functionality of goods in accordance with the quality assurance section of the ISSP and any applicable IRIS service standards.
 - v. A review of any incidents or events impacting the participant's health, welfare, or ability to fully access and utilize support as identified in the ISSP.
 - vi. A review any conflict of interest issues and any health or safety issues.
 - vii. The progress towards achieving outcomes, including employment if applicable.
- b. Other concerns or challenges as noted by the participant or legal decision maker.

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D. Increased Service Levels

1. Certain actions or activities involving the IRIS participant may demonstrate the need for an increased ICA service level. DHS has an obligation to ensure the health and safety of IRIS participants, while ensuring the highest quality of service and integrity of the IRIS program. If any of the following circumstances occur, an increased level of consulting service from the ICA will be required:
 - a. Evidence of abuse or neglect,
 - b. Two or more related critical incidents in a rolling 12-month period,
 - c. Evidence of budget mismanagement or abuse,
 - d. Evidence of employer authority mismanagement or abuse,
 - e. Routine and consistent errors in timesheet reporting and submission,
 - f. 40-hour health and safety monitoring, as defined in IRIS Policy and IRIS Work Instructions,
 - g. Meeting the criteria defined herein as a vulnerable high-risk participant.
 - i. The definition of vulnerable/high risk, as defined in Definitions, is a participant who is dependent on a single caregiver, or two or more caregivers all of whom are related, to provide or arrange for the provision of nutrition, fluids, or medical treatment that is necessary to sustain life and to whom at least one of the following applies:
 - a) Is nonverbal and unable to communicate feelings or preferences; or
 - b) Is unable to make decisions independently; or
 - c) Is clinically complex, requiring a variety of skilled services or high utilization of medical equipment; or
 - d) Is medically frail.

- ii. If a participant meets the criteria as a vulnerable high-risk participant, the ICA shall implement:
 - a) Quarterly in-person visits,
 - b) Monthly phone contacts,
 - c) In-person visits in the participant's home once every 6 months, which may be combined with a quarterly in-person visit.

ICAs are encouraged to utilize Nurse Consultation services through the IRIS SDPC Oversight Agency while working with and preparing for in-person contacts with participants identified as vulnerable high-risk.

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E. Participant Provider Service Agreement Language

The ICA must ensure participants have a participant provider service agreement with all required providers for all agency provided services. The participant provider service agreement shall be in writing; shall include the provisions of this subsection; shall only include approved waiver services and supports paid for using IRIS funds; and shall include and comply with any general requirements of this contract that are appropriate to the service. All amendments to the provider agreements shall be in writing and signed and dated by both the provider and the participant.

1. Requirements

Except for specific areas inapplicable in a specific participant provider service agreement, at a minimum, a participant provider service agreement shall include, but is not limited to, the following requirements:

a. Participant Provider Service Agreement

The participant and provider entering into the agreement are clearly defined.

b. Service(s)

The participant provider service agreement clearly delineates the scope of service(s) being provided, arranged, or coordinated by the provider.

c. Compensation

The participant provider service agreement specifies rate(s) for purchasing service(s) from the provider.

d. Term and Termination

The participant provider service agreement specifies the start date of the participant provider service agreement and the means to renew, terminate and renegotiate. The participant provider service agreement specifies the participant's ability to terminate and suspend the participant provider service agreement based on quality deficiencies.

Nothing herein shall impair the right of either party to terminate a service(s) contract as otherwise specified therein.

e. Participant Incidents

The participant shall require its providers to identify, respond to, document, and report participant incidents as required in IRIS policy.

f. Notices

The participant provider service agreement specifies a means and a contact person for each party for purposes related to the participant provider service agreement (e.g., interpretations, provider agreement termination).

g. Certification and Licensure

The provider agrees to provide applicable licensure, certification and accreditation status upon request of the ICA and/or FEA and to comply with all applicable regulations.

h. Sanctions/Criminal Investigations

The provider must notify the participant of any sanctions imposed by a governmental regulatory agency and /or regarding any criminal investigations(s) involving the provider.

i. Cooperation with Investigations

To the extent permitted by law, the provider agreement shall require the provider to fully cooperate with any participant-related investigation conducted by APS, the Department, the Federal Department of Health and Human Services, CMS, law enforcement, or any other legally authorized investigative entity.

2. Required Providers

Participants shall have a written participant provider service agreement with all required providers for all agency provided services. Providers of the following IRIS waiver services are required providers:

- a. Adult Day Care
- b. Daily Living Skills Training
- c. Day Services
- d. Prevocational Services
- e. Respite
- f. Supported Employment - Individual
- g. Nursing Services
- h. Consultative Clinical and Therapeutic Services for Caregivers
- i. Consumer Education and Training
- j. Counseling and Therapeutic Services
- k. Housing Counseling
- l. Interpreter Services
- m. Residential Services (1-2 Bed AFH)
- n. Residential Services (Other)
- o. Support Broker Services
- p. Supported Employment - Group
- q. Supportive Home Care
- r. Training Services for Unpaid Caregivers
- s. Vocational and Futures Planning

- F. Elder Adults/Adults at Risk Agencies and Adult Protective Services
Contractors shall make reasonable efforts to ensure that their participants are free from abuse, neglect, self-neglect and exploitation.

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Article IX. Service Providers

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- I. Ineligible Service Providers

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3. Excluded from Participation in Medicaid

Entities which employ, contract with, or contract through any individual or entity that is excluded from participation in Medicaid under Section 1128 or 1128A of the Act, for the provision (directly or indirectly) of health care, utilization review, medical social work or administrative services. For the services listed, the FEA shall exclude from contracting with any entity which employs, contracts with, or contracts through an entity which has been excluded from participation in Medicaid by the Secretary under the authority of Section 1128 or 1128A of the Act.

The FEA attests by signing this contract that it excludes from participation in the FEA all individuals and organizations which could be included in any of the above categories.

4. Disclosure of Excluded Individuals or Entities

The FEA shall disclose to the Department any relationship with an excluded individual or entity described herein within ten (10) days of discovery of the individual's or entity's excluded status. This disclosure will be made to DHSLTCFiscalOversight@dhs.wisconsin.gov and will contain the following information:

- a. The name, address, phone number, Social Security number/Employer Identification number and operating status/ownership structure (sole proprietor, LLC, Inc., etc.) of the individual or organization;
- b. The type of relationship and a description of the individual or entity's role (for example, provider and service type or employee and classification);
- c. The initial date of the relationship, if existing;
- d. The name of the database that was searched, the date on which the search was conducted and the findings of the search;
- e. A description of the action(s) taken to exclude the individual or entity from participation in IRIS.

5. Foreign Entity Exclusion

Participation in Medicaid Pursuant to 42 C.F.R. § 438.602(i), the State is prohibited from contracting with an ICA or FEA located outside of the United States. In the event an ICA or FEA moves outside of the United States, this contract will be terminated.

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ARTICLE XII. FINANCIAL PROVISIONS

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- B. Restricted Reserve**

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5. Disbursement Requests

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- f. This plan must be emailed to: DHSIRIS@dhs.wisconsin.gov and DHSLTCFiscalOversight@dhs.wisconsin.gov.

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C. Financial Reporting

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8. Financial Reporting submissions should be made to DHS IRIS Main mailbox at: DHSIRIS@dhs.wisconsin.gov and to DHS Long-Term Care Fiscal Oversight at: DHSLTCFiscalOversight@dhs.wisconsin.gov.

The Contractor and any subcontractors or providers shall make available to the Department, the Department's authorized agents, and appropriate representatives of the U.S. Department of Health and Human Services any financial records of the Contractor, subcontractors or providers which relate to the Contractor's capacity to bear the risk of potential financial loss, or to the services performed and amounts paid or payable under the contract.

D. Annual Financial Audit

The Contractor will demonstrate annually through a financial audit performed by an independent certified public accountant the reasonable assurance that the Contractor's financial statements are free from material misstatement in accordance with GAAP. The audit report should demonstrate to DHS that the internal controls and related reporting systems in operation by the Contractor are sufficient to ensure the integrity of the financial reporting systems.

1. Deadline for Submission of Financial Audit Report
 - a. The financial audit report and related submissions are due to the Department by June 1 of each calendar year for the previous calendar year (See D.3. below).
 - b. Statements should be submitted to the DHS IRIS Main mailbox at: DHSIRIS@dhs.wisconsin.gov and to DHS Fiscal Oversight at DHSLTCFiscalOversight@dhs.wisconsin.gov.
 - c. Requests for an extension must be made at least ten (10) calendar days prior to the audit submission due date and include the length of extension requested and provide a reason for the extension request.

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3. Audit Report Submission

- a. The full audit report submission will include the following:
 - i. Comparative financial statements other than audit schedules and reports required for the type of financial audit necessary for the Contractor and resulting audit report and opinion.
 - ii. Consolidated financial statements in a comparative format to support full reporting for the Contractor and all related companies. If the Contractor originates from an out-of-state company the audit report must include a supplemental report that provides a break out of the IRIS financial results versus other operations.

- iii. A report on the Contractor internal control environment over financial reporting.
 - iv. A report describing the system of cost allocation for shared overhead and direct services between programs or lines of business as required.
 - v. A supplemental financial report that demonstrates the financial results and segregated reserves of the entity's business for each state program contract where the organization operates under multiple Medicaid contracts and/or other lines of business. The report shall be in columnar format for the various programs as required.
 - vi. Letter(s) to management as issued or written assurance that a management letter was not issued with the audit report.
 - vii. Management responses/corrective action plan for each audit issue identified in the audit report and/or management letter.
 - viii. The completed CPA audit checklist signed by the Contractor's designated financial officer.
 - ix. Submission of the final audit results in the IRIS financial reporting template and a signed Financial Statement Certification if the audit resulted in adjustments to preliminary calendar year-end financial reporting. If no adjustments to the preliminary calendar year-end financial reporting were made it should be stated in the email submission of the audit report submission.
- b. Submission of the audit reports — the audit report documents should be submitted electronically to DHSIRIS@dhs.wisconsin.gov and DHSLTCFiscalOversight@dhs.wisconsin.gov.

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State of Wisconsin

Department of Health Services

Authorized Representative

Name: James D. Jones

Title: Wisconsin Medicaid Director

Signature: _____

Date: _____

Contractor

Contractor Name: _____

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

SUPPLIER DIVERSITY AMENDMENT

The Wisconsin Department of Health Services (DHS) and Contractor agree to the below change to the Agreement. The below Agreement amendment is hereby incorporated by reference into the Agreement and is enforceable as if restated therein in its entirety.

The Agreement is hereby amended by incorporating and adding the following Section:

SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

The State of Wisconsin is committed to the promotion of MBEs and DVBS in the State's purchasing program. The Contractor is strongly urged to use due diligence to further this policy by awarding Subcontracts to MBEs and DVBS or by using such enterprises to provide goods and services incidental to this Agreement.

The Contractor shall furnish appropriate monthly information about its efforts to subcontract with MBEs and DVBS, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBS, as well as the services and goods they provide, is available at: <https://wisdp.wi.gov/Search.aspx>

In accordance with WI Stats. Ch. 16.75 (3m), after completion of this contract, the Contractor shall report to DHS any amount of this contract that was subcontracted to DOA certified MBEs and DVBS.

DHS shall have the right to request any information regarding the use of subcontractors including, but not limited to, MBEs and DVBS. The Contractor shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Contractor shall submit monthly reports of efforts to subcontract with MBEs, DVBS, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity PowerForm for submitting these reports can be found on the DHS Compliance Documentation page found here: <https://www.dhs.wisconsin.gov/business/compliance.htm>

For the duration of this Agreement, the Contractor shall provide monthly reporting of efforts to subcontract with MBEs and DVBS no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov