STATE OF WISCONSIN
Department of Health Services

2014 STATE AND COUNTY CONTRACT
COVERING SOCIAL SERVICES AND COMMUNITY PROGRAMS

INTRODUCTION

This Contract is made and entered into for the period January 1, 2014, through December 31, 2014, hereinafter referred to as the "Contract",," by and between the Department of Health Services, hereinafter referred to as "Department," and the State of Wisconsin, herein referred to as "State," and the County Board of Supervisors of County, herein after referred to as "County," all of which are hereinafter collectively referred to as "the parties"."

WHEREAS, the Department and the County are directed by s.46.031 of the Wisconsin Statutes to enter into a Contract for Social Services and Community Programs provided or purchased by the County pursuant to ss. 46.034(3), 46.21, 46.22, 51.42, and 51.437 of the Wis. Stats.;

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the County agree as follows:

1.0 Definitions

(1) "Contract Appendix" means an addition to the main body of the Contract which is attached prior to the parties signing the Contract. An appendix does not require signatures of either party.

(2) "Contract Addendum" means an addition to the Contract which is attached after both parties have signed the Contract. An addendum does require the signature of both parties or their authorized designee(s).

(3) "Contract Amendment" means a signed memorandum from the Department which notifies the County that funds will be added or subtracted to the Contract. An Amendment requires signature of both parties, or their authorized designee(s) unless the only effect of the Department memorandum is to add funds.

2.0 PROVISION OF SERVICES AND PROGRAMS

2.01 (1) The County agrees that the Social Services, Community Programs and functions performed and services provided or purchased by the County as specified in this Contract shall be performed in accordance with State statutes and administrative rules and Federal statutes, rules and regulations, and court orders, and shall meet the requirements of this Contract, of the HSRS Handbook as updated quarterly; of the Divisions Numbered Memo Series; of the Allowable Cost Policy Manual and Financial Management Manual, as set forth in or established by the Department under the authority granted to it by State and Federal statutes, rules, and regulations and court orders. (Numbered memos, the Financial Management and the Allowable Cost Policy Manuals can be viewed on the Department's Internet web site at http://dhs.wisconsin.gov) If the Department proposes a change to the requirements after January 1, 2014, in the functions performed and services provided or purchased by the County which is not the result of implementation of State and Federal Statutes, Rules and Regulations, court orders or settlement agreements arising from litigation, the County, using a single statewide point of contact, will have thirty (30) days to comment on the fiscal impact of the change to the Department before the requirement takes effect. The single statewide point of contact may request an extension of the comment period of up to fifteen (15) days. The Department shall consider the fiscal impact on the County before implementing the change in requirements. It is not the Department's intent to unilaterally impose any new and previously unbudgeted programs on the County.

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

2.02 (1) Except as provided in state and federal statutes, the County shall perform the functions and provide the services within the limits of state appropriations as well as County appropriations used to match state and federal funds.

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

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

2.03 The Department shall have, and retain in perpetuity, all ownership rights in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Contract.

2.04 The County and the Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract in the County.

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

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

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

(4) The County shall comply with the provisions contained in HIPAA and 45 C.F.R. § 95.621 and any other applicable federal or state laws or requirements for maintaining security and privacy for protected health information, personally identifiable information and any other confidential information.

2.05 Since a portion of the funds under this Contract includes federal funds, the County agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

2.06 The County agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract.

Certain programs included in this agreement are defined as "Health Plans" within HIPAA rules. As such the Department must comply with all provisions of the law and has deemed that Counties are "Business Associates" within the context of the law. As a result, the Department requires Counties to sign and return with this Contract the Business Associate Agreement included at sec 12.03 of this Contract.

3.0 REIMBURSEMENT

3.01 Subject to the terms and conditions set forth in this Contract, the Department shall reimburse the County for the functions it performs and services it provides or purchases as set forth in Articles 2 and 9. In addition, any funding restrictions in the appendices apply.

3.02 The County shall submit all claims for reimbursement under this Contract to the Department by March 25, 2015, and the Department shall make final payment by August 1, 2015. The Department shall deny all claims submitted after March 25, 2015. The Department may grant an exception in unusual circumstances on an individual basis. However, the Department shall allow a claim as a result of a subsequent audit approved by the Department which identified a Department error. The County may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.

3.03 Total net reimbursement to the County for allowable expenses shall not exceed the Contracted amounts specified in Articles 2 and 9 and the Final Allocation Worksheet (Exhibit 1) located on the internet at http://www.dhs.wisconsin.gov/sca/ of this Contract as adjusted by the terms and conditions of Contract appendices and addenda less any expenditures owed the Department under other Department and County Contracts including from previous Contracts. This setoff only applies to funds within a County agency and will not occur between County agencies.

3.04 The Department shall make payments to the County based upon the following schedule for programs covered in Article 9:

(1) As soon as possible after executing this Contract and up to two months thereafter, the Department shall make payments on the fifth (5th) of each of those months in an amount based on one-twelfth (1/12) of the total of Article 9 or one month's estimated operating expenses to the County, except for direct reimbursement programs as outlined in the CARS Accounting Manual. Each month thereafter, the Department shall make a payment to the County for expenditures reported on the financial forms required by the Department attributable to each program under Article 9.

(2) The County agrees to submit to the Department the financial forms specified in Article 10.0 on a monthly basis no later than the thirtieth (30) of the month subsequent to the reporting period. Based upon the reported expenditures, the Department shall make monthly payments by the fifth (5th) day of the second month following the report date of the reported expenditures.

(3) Payments to the County, including pre-payments and reimbursed expenditures shall not exceed the total Contract amount.

(4) The initial three (3) months of payments will be recouped during the last three (3) months of expense reporting, or when expenditures equal or exceed seventy-five (75%) percent of the profile line amount, whichever comes first, for the Contract period. A final cash adjustment will be done after reconciliation of the Contract amounts to actual final reported expenses.

3.05 The Department may increase or decrease or delay the monthly payment under one of the following conditions. The parties shall negotiate the timing and payment schedule of any adjustments under items (1) and (3) of this subsection. The Department will only withhold funds of the County agency which is in non-compliance with Contract or program requirements. County agencies which are in compliance will be paid the amounts due.

(1) The Department determines, pursuant to an audit under Article 5, that there is an error in the County's fiscal and service records for this Contract or previous Contracts and the Department submits the draft audit report of the error to the County within thirty (30) months of the expiration of the Contract. The Department shall limit the increase or decrease to the audited error and shall confer with the County before increasing or decreasing the monthly payment for this Contract. The parties may negotiate the timing and amount of the adjustment at the County's request.

(2) The County does not give the Department the F-80600 report by the due date. If the Department caused the delay, this provision is waived. Should there be extenuating circumstances which prevent the County from sending a report, it is the responsibility of the County to see that the Department is properly notified prior to the due date of the report.

(3) The Department determines that the functions performed by the County do not meet State or Federal Statutes and requirements, as stated in Articles 2 and 9 of this Contract.

3.06 (1) By March 14, 2015, the County will inform the Department that it will refund to the Department by April 30, 2015, any funds received pursuant to this Contract that are unspent or encumbered prior to January 1, 2015. If the County does not provide a refund check, the Department will adjust funds under Article 3.04 as part of the Contract year reconciliation process.

3.07 (1) Distribution and reporting of Agency Management Support and Overhead (AMSO) will be in accordance with the federally approved cost allocation plan for local organizational units.

County employee roster information will be provided to the Department of Health Services (DHS) in compliance with instructions from the Department for the Income Maintenance/Wisconsin Works (IM/W-2) RMS.

(2) Counties will report AMSO expenses and employee counts in accordance with instruction for the IM/W-2 RMS. DHS will distribute AMSO costs to the IM and W-2 programs as required by the federal cost allocation guidelines.

For Department programs other than IM, AMSO shall be distributed based on employee counts across programs administered by the County agency. Counties may use the AMSO expense and employee count information provided for the IM/W-2 RMS to calculate the AMSO costs to be reported monthly for social services programs, for programs which are part of the same County agency as the IM/W-2 programs.

3.08 The Department shall provide thirty (30) days advance notice to the County when an increase, decrease or delay will be made pursuant to Article 3, Section 3.05(3). The Department will schedule a conference to resolve the issue which gave rise to notice before the imposition of the decrease or delay. The County may pursue its right to appeal the Department's decision as provided by Article 6 of this Contract after the imposition of the decrease or delay or sooner if both parties agree there is an impasse.

3.09 Except as provided in section 11.01 County agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Chapter 20, Wis. Stats., and if, during the term of this Contract, the state appropriations which fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the County's obligation to fund and provide such service programs under this Contract is suspended.

3.10 The County shall not at any time reallocate funds between lines of Final Allocation Worksheet (Exhibit 1) located on the internet at http://www.dhs.wisconsin.gov/sca/ unless specific written approval is received from the Department by March 1, 2015.

4.0 RECORDS

4.01 At least forty-five (45) days prior to the effective date of any Department reporting or record keeping requirement issued after December 31, 2013, the Department shall provide the County with written notice of such a proposed reporting or record keeping requirement and allow the County an opportunity to review and comment on such a requirement. The County may comment on its own behalf or use a single point of contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations, or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the County prior to implementing such record keeping and reporting requirements.

4.02 Fiscal Records

The County shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Contract.

4.03 Client Reporting

The County shall maintain such records, reports, evaluations, or other documents which are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to the Financial Management Manual provisions allowing destruction of records.

(1) The County shall furnish such reports and documents to the Department in the format and according to the schedules as the Department requires. These reports must be in compliance with Department reporting instructions.

(2) The Department shall evaluate and monitor compliance with reporting instructions.

4.04 All records maintained by the County pursuant to this Contract shall be available to the Department on request and with adequate notice for inspection, examination or audit. Except when the Department determines that unusual circumstances exist, the Department will give the County at least five working days written notice unless the County consents to a shorter time frame.

4.05 The parties agree to comply with the applicable Federal and State law and Department regulations concerning confidentiality of client records.

4.06 Notwithstanding the above, nothing in this Contract shall be construed to limit, modify, or extinguish any Federal or State agency's legal authority to inspect, audit, or have access to any records, financial statements or other reports maintained by the County; or to modify or limit the County's legal obligation to maintain any record or report required by State or Federal statutes, rules, or regulations.

4.07 The Department shall monitor its requests for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the County.

5.00 AUDITS

5.01 "Single Audit" requirements

(1) The County has a Single Audit pursuant to OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations, the Department of Administration's "*State Single Audit Guidelines*," and the Department of Health Services(DHS)' "*Audit Guide*."

(2) The Department agrees to provide technical assistance to the County that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.

(3) The County agrees to provide to the Department one (1) copy of the audit reporting package and any other supporting documentation required by the Department no later than :

a) The federal government's specified timeframe for reporting significant issues if the County has ARRA funding or

b) The federal government's specified timeframe for an A-133 audit.

c) Audit reports shall be sent by the auditor via email to: **DHSAuditors@Wisconsin.gov with cc to the auditee**. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (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.)

(4) The Department shall issue a management decision on audit findings within six months after receipt of the County's audit report.

(5) With the exception of Federal audits, if the audit is complete and accepted by the Department, the Department may not perform any additional audits and audit exceptions may not be taken other than those taken on the basis of the findings in the accepted audit. Any additional examinations shall build upon the work already done. There will be no charge for Department initiated examinations.

5.02 Department Reviews

(1) In the event that the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the County. The review shall be conducted in accordance with the Department procedures. This review will not meet the requirements of the Single Audit Act for the County.

(2) The Department shall schedule a mutually acceptable entrance date with the County with at least ten (10) days' advance written notice.

(3) The Department agrees to provide the County with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.

(4) The Department agrees to complete all draft reviews of the County within twenty-five (25) months of the expiration date of the Contract year to be reviewed. The time limit for submitting a draft review report to the County may be extended in unusual circumstances.

(5) If a multi-County agency has been audited and the audit meets the guidelines of the Department, the Department shall accept the multi-County agency audit in any review of a constituent County or counties of the multi-County agency.

(6) The Department reserves the right to conduct an independent financial and compliance review of the County agency if the County fails to secure a Single Audit covering all Department funds. In the event that the County fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the County.

(7) The Department may conduct an additional review if a County action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

5.03 Audit Resolution

The Department will initiate resolution of findings with the County pursuant to Audit Resolution Policies developed by the Department.

5.04 Nothing in this section shall be construed to govern the acceptance or guidance of the County by any state agency other than the Department.

5.05 Audit Disallowance

(1) The County shall be liable for the entire amount of the audit adjustment attributed to the County. The actual amount of a disallowance against the County shall be determined through the Department's Audit Disallowance Policy as stated in the DHS Financial Management Manual for Counties, Tribes and 51.42/37 Boards.

(2) No fiscal sanction shall be taken against the County unless it is based upon a specific policy which was: (a) effective during the time period which is being audited, and (b) communicated to the County department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Article 2, Section 2.01 shall be imposed for 60 days after the date the County receives written notice of the requirement. The sixty (60) day hold-harmless period is not required if:

a) the state has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period; or

b) the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the County's responsibility to implement policies by their effective dates.

6.0 REVIEW AND REVISION

6.01 The County shall be entitled to an administrative review conducted pursuant to the procedures stated below which are in effect for this Contract if both of the following occur:

(1) The Department and the County disagree about the interpretation of any provision of this Contract; and

(2) The disagreement concerns one of the following:

(a) Reconciliation of claims and reimbursements; review is through departmental conference;

(b) Any audit of the County as described in this Contract; review is through the audit resolution policy;

(c) Any audit resolution process; review is through the audit resolution policy; or

(d) Any federal audit of the County or the Department; review is through the Divisions Numbered Memos on Federal audits.

6.02 If the Department and the County disagree about the interpretation of any provision of this Contract other than the disagreements described in Section 6.01 above, and the County believes it is or will be injured by an action of the Department, the County shall be entitled to a hearing before the Department of Administration – Division of Hearings and Appeals which must be requested within sixty (60) calendar days from the day the action in question occurred. The following procedures shall apply:

(1) The Department shall cooperate with the Department of Administration – Division of Hearings and Appeals to have a hearing scheduled within sixty (60) calendar days of receipt of the appeal request;

(2) Both the County and the Department shall be entitled to one 30-day continuance of the hearing upon written notification to the other party and to the Division of Hearings and Appeals;

(3) The hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and

(4) Either party may ask the Secretary of the Department to review the proposed decision within thirty (30) days of its issuance. If neither party makes such a request within the thirty (30) days, the proposed decision shall be final. If either party makes such a request within thirty (30) days, the Secretary may allow both parties to file written arguments before a final decision is issued.

7.0 CIVIL RIGHTS COMPLIANCE

7.01 The County assures that it will comply with the Department's Affirmative Action/Civil Rights Compliance Office Civil Rights Compliance Requirements [Seehttp://www.dhs.wisconsin.gov/civilrights/CRC/requirements.htm for the plan standards] for the compliance period (January 1, 2014, to December 31, 2017). The Civil Rights Compliance Requirements outline the policies and procedures to meet the requirements under Title VI and VII of the Civil Rights Act of 1964, and as amended in 1991; Sections 504 of the Rehabilitation Act of 1973; Title VI XVI of the Public Service Health Act; the Age Discrimination Act in Employment of 1967 and Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981; Title I, II and III of the Americans with Disabilities Act of 1990 as amended; the Education Amendment of 1972 Title IX as amended, Food Stamp Act of 1977, USDA-FNS Instructions 113-1, and the Wisconsin Fair Employment, Wis. Stats.§. 111.31 and Ch. DWD 218, Adm. Rules.

(1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability, age or political belief (Not all prohibited bases apply to all programs). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees are expected to support goals and programmatic activities relating to non-discrimination in service delivery.

(2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age (over 40), arrest record, conviction record, color, creed/religion, disability, genetic testing, honesty testing, marital status, military service, pregnancy/childbirth, race/ethnicity, national origin/ancestry, sex, sexual orientation, or use of legal products during non-work hours outside of the employer's premises, except as otherwise authorized by applicable statutes. The Wisconsin Fair Employment Act also prohibits retaliation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

(3) The County shall post its Equal Opportunity Policy, its Limited English Proficiency Policy, the name of the Equal Opportunity Coordinator, Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Department Standards and made available in languages and formats understandable to applicants, clients and employees. The Department will continue to provide appropriate translated brochures and forms for distribution. The language access requirements for persons with disabilities and persons who have limited English proficiency are found in greater detail on the website listed in this section.

(4) The County agrees that its service providers and their subcontractors will comply with the employment and service delivery guidelines of the Civil Rights Compliance Plan requirements issued jointly by the Department of Children and Families, Department of Health Services and the Department of Workforce Development, for the compliance period of January 1, 2014 through December 31, 2017.

(5) Requirements herein stated apply to any subcontracts or grants. The County has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the Department has a direct contract with another service provider, the County need not obtain a subcontractor or sub-grantee Civil Rights Compliance Action Plan or monitor that service provider.

(6) The Department will monitor the Civil Rights Compliance of the County. The Department will conduct reviews to ensure that the County is ensuring compliance by its subcontractors or grantees according to Department guidelines. The County agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the County, as well as interviews with staff, applicants and participants applying or receiving services, subcontractors and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.

(7) The County agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

(8) Access to Agency

The County agrees that they will: hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited- or non-English speaking or hearing impaired clients, at no cost to the client; provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and the processing of complaints or appeals; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators or ground floor rooms, and Braille, large print or taped information for the visually impaired or as otherwise required by applicable federal statutes or state law; post and/or

make available informational materials in languages and formats appropriate to the needs of the client population.

8.0 RECONCILIATION WITH COUNTY CLERK'S RECORDS

8.01 A reconciliation shall be performed between expenditures and revenues recorded at the County agency's office and those on the County clerks' accounts together with any journal entries that reconcile final balances.

9.0 HUMAN SERVICES PROGRAMS

9.01 Reconciliation of Human Services Programs

(1) The terms in this Article shall be defined as follows:

(a) "Basic County Allocation" (BCA) means the budget category of the Department of Health Services Basic County Allocation.

(b) "Categorical Programs" means one of the budget categories other than DHS BCA.

(2) Human Services Programs listed in the Final Allocation Worksheet (Exhibit 1) located on the internet at http://www.dhs.wisconsin.gov/sca/ to this Contract are reconciled in accordance with Sections (3) and (4) below.

(3) The County shall earn monies for the County's actual expenditures for each categorical program up to the amount in the State Allocation Column for that categorical program. If the County expends more money for a categorical program than the amount for that program, the over-expenditure shall be treated as if it were an expenditure for the DHS BCA. Each Contract addendum will be treated as a categorical line for earning purposes with any required County match applied to the DHS BCA.

(4) All County match funds shall be used to earn State match funds on the DHS BCA Contract line.

(a) If the County spends DHS BCA in an amount equal to or less than the amount stated on that line (DHS CARS 561) the County shall earn actual expenditures.

(b) If the County spends DHS BCA in an amount greater than the amount stated on that line (DHS CARS 561), the County shall earn all of the DHS BCA plus one-half of remaining expenditures up to the amount on the State Match line (DHS CARS 681).

9.02 Carry-over of Community Aids funds.

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

DHS Basic County Allocation
State Match
Alzheimer's Family and Caregiver Support
Substance Abuse Prevention and Treatment Block Grant (SAPTBG)
Community Mental Health Services (MH) Block Grant
Adult Protective Services

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

(2) The County can carry over up to 5% of its Family Support Allocation which is unearned. These funds must be used for their original purpose but not for Administrative or staff costs.

10.0 SOCIAL SERVICES AND COMMUNITY PROGRAMS REPORTS

Form Number	Name	Due Date
F-80600	Expenditure Report-Community Aids Reporting System	30th of the month following the report month (See 3.04) plus final on March 25, 2015
F-20942	Total Expense by Target Group Standard Program Cluster Report	April 30, 2015
F-22540	Human Services Revenue Report	April 30, 2015
F-22018	HSRS Long Term Support Module	Due by the last state working day of the month following the report month.

11.0 MISCELLANEOUS

11.01 Conditions on the Parties' Obligations

(1) This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the parties hereto.

(2) Nothing contained in this agreement shall be construed to supersede the lawful power or duties of either party.

11.02 It is understood and agreed that the entire Contract between the parties is contained herein, and includes appendices and addenda incorporated herein by reference. The Contract supersedes all previous commitments, promises, and representations, either oral or written between the parties relating to the subject matter hereof.

12.01 CERTIFICATION REGARDING LOBBYING

In conformance with federal law, the authorized County representative must review, sign and return with this Contract the Certification Regarding Lobbying form (Section 12.01).

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In conformance with federal law, the authorized County representative must review, sign and return with this Contract the Certification Regarding Debarment and Suspension form (Section 12.02).

12.03 BUSINESS ASSOCIATION AGREEMENT

To comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Contract and after Contract termination, the Business Associate must review, sign and return the Business Association Agreement. (Section 12.03).

12.01 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 Form to Report Lobbying," 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)	(Date)
(Print Name)	(Title)
(Agency / Contractor Name)	(Title of Program)

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

    a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

    b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;

    c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

    d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract

(Signature of Official Authorized to Sign Application)	(Date)
(Print Name)	(Title)
(Agency / Contractor Name)	(Title of Program)

DEPARTMENT OF HEALTH SERVICES **STATE OF WISCONSIN**

Division of Enterprise Services

F-00714 (08/2013)

BUSINESS ASSOCIATE AGREEMENT
Contract

This Business Associate Agreement is made between the Wisconsin Department of Health Services, ("Covered Entity") and the ("Business Associate"), collectively the "Parties."

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

Services, activities, or functions covered by this Agreement include, but are not limited to Social Services, Community Program and functions performed and service provided or purchased by the as specified in the contract.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

Specific definitions:

a. Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
b. Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and in reference to the party in this agreement shall mean the Wisconsin Department of Health Services.
c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1. RESPONSIBILITIES OF BUSINESS ASSOCIATE

a. Business Associate shall not use or disclose any PHI except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose PHI for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
b. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure.
c. Business associate shall inform the Covered Entity if it or its subcontractors will perform any work outside United States America that involves access to, or the disclosure of PHI.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

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

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

The Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident.

a. **Discovery of a Violation**. The Business Associate must inform the Covered Entity by telephone call, plus email or fax within the next business day following the discovery of any violation,
   (i) The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate, or, by exercising reasonable diligence would have been known to the Business Associate.
   (ii) Notification shall be provided to one of the contact persons as listed in section d.
   (iii) Notification shall occur within the first business day that follows discovery of the Violation.

b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI including complying with a reasonable Corrective Action Plan.

c. **Investigation of Breach**. The Business Associate shall immediately investigate the Violation and report in writing within <u>one week,</u> to a contact listed in section 5d with the following information:
   (i) Each Individual who's PHI has been or is reasonably to have been accessed, acquired, or disclosed during the Incident,
   (ii) A description of the types of PHI that were involved in the Violation (such as full name, social security number, date of birth home address, account number and etc.).
   (iii) A description of unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
   (iv) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
   (v) A description of probable causes of the improper use or disclosure,
   (vi) A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses and to protect against further Violations,
   (vii) The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence, and
   (viii) A corrective action plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.

d. **Covered Entity Contact Information.** To direct communications to above referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

Covered Entity Program Manager: Name Address Phone Email	DHS Privacy Officer c/o Office of Legal Counsel Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-266-5484	DHS Security Officer Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-261-8310

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

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

6. **COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS**

If the Business Associate conducts any Standard Transaction for, or on behalf, of a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
c. Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specifications(s);
d. Changes the meaning or intent of the Standard’s Implementations Specification(s).

7. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any PHI held by the Business Associate, which Covered Entity has determined to be part of Covered Entity’s Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet requirements under the Privacy Rule.

8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

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

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

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

10. INTERNAL PRACTICES

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

14. TERM AND TERMINATION OF AGREEMENT

a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
   (i) Exercise any of its rights to reports, access and inspection under this Agreement;
   (ii) Require the Business Associate within a 30 day period to cure the breach or end the violation;

(iii) Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

(iv) Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

b. Before exercising either (ii) or (iii), the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

15. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

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

a. Return to the Covered Entity or, if return is not feasible, destroy all PHI and any compilation of PHI in any media or form. The Business Associate agrees to ensure that this provision also applies to PHI of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of PHI in any media is included in and covered by this provision, as well as all original or copies of PHI provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **thirty (30)** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all PHI has been completed.

b. If the Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include:

(i) For paper, film, or other hard copy media: shredded or destroyed in order that PHI cannot be read or reconstructed; and

(ii) For electronic media: cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

c. If the Business Associate believes that the return or destruction of PHI is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate and Covered Entity agree that return or destruction of PHI is not feasible, the Business Associate shall extend the protections of this Agreement to PHI and prohibit further uses or disclosures of the PHI of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any PHI subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

14. COMPLIANCE WITH STATE LAW

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

13. MISCELLANEOUS PROVISIONS

a. Indemnification for Breach. Business Associate shall to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under HIPAA Rules.

b. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.

c. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.

d. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

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

COVERED ENTITY		BUSINESS ASSOCIATE	
SIGNATURE:	_____	**SIGNATURE:**	_____
Print Name:	Cheryl K Johnson	Print Name:	_____
Title:	Administrator, Division of Enterprise Services, Dept. Health Services	Title:	_____
Date:	_____	Date:	_____

IN WITNESS WHEREOF, the Department and the County have executed this agreement as of the day and year first above written.

Print Name of County: _____

_____
Printed Name

_____ _____
Signature Date
County Executive, Board Chairperson,
or Designee Authorization attached if Designee

Cheryl K Johnson 11/8/13
Signature Date
Cheryl K Johnson
Administrator, Division of Enterprise Services
Department of Health Services