FUNDING AWARD AGREEMENT

FOR

__________________________

1. PURPOSE

WHEREAS on 7/19/2022 the University was awarded a project entitled “Healthy Wisconsin Families American Rescue Plan Act (ARPA) State & Local Recovery Funds (SLRF)” from the Wisconsin Department of Health Services (Sponsor) under agreement number 435200-G23-HealthyWI-00 (Prime Award), in the amount of $5,500,000. NOW THEREFORE the parties named below agree as follows:

This Funding Award Agreement (Agreement) is executed between the Board of Regents of the University of Wisconsin System, 21 North Park Street, Suite 6301, Madison, WI 53715 on behalf of the School of Medicine and Public Health (University) and ________________ (Provider), for purposes of conducting activities associated with this Agreement for the project "______________ ."

NOW THEREFORE, it is agreed as follows:

2. PERIOD OF AGREEMENT

This agreement applies to project activities for the period of 10/1/2023 through 9/30/2025.

3. AMOUNT OF AWARD

The total amount of the award is __________________ in United States dollars. See Attachment B.

University is not, in the absence of a modification, obligated to reimburse costs incurred in excess of the approved budget of this award.

4. PROJECT OVERSIGHT

The Provider acknowledges authority over and responsibility for the project.

This project is under the University technical direction of AMY KIND.

Changes in the scope of work, key personnel and significant budget changes must be approved in writing.

5. KEY PERSONNEL

The following individual(s) are considered key personnel and essential to the work performed under this agreement:

__________________________

If the above named key personnel reduce effort on the project by more than 25%, the Provider must notify University in writing with an explanation. University must approve, in writing, the reduction of effort. In the event a mutually satisfactory level of effort is not acceptable, University may terminate the project in
accordance with this Agreement. The Provider will be notified in writing of such a termination and will be reimbursed for documented eligible costs incurred prior to the termination date.

6. **SCOPE OF WORK**

Provider shall supply all of the necessary personnel, equipment, and materials to accomplish the research and development tasks set forth in their approved proposals to the University for funding by the Wisconsin Department of Health Services (see Attachment A).

7. **COMPLIANCE WITH RULES AND REGULATIONS**

The Provider agrees to comply with all federal, state and local rules, guidelines and regulations applicable to this Agreement and the completion of the Scope of Work. In addition, the Provider agrees to obtain the necessary approvals, including, but not limited to the following, the Institutional Review Board or Institutional Animal Use and Care Committee, if applicable.

Provider agrees to abide to any applicable terms and conditions of the Prime Award to the University from the Wisconsin Department of Health Services (See Attachment C) and those identified in the application process for which the Provider’s proposal was submitted.

8. **INTELLECTUAL PROPERTY**

Provider agrees to notify University within thirty days of any discovery or invention created by Provider arising out of, or developed in the course of, work funded under this agreement so that University can fulfill its reporting obligations to the Wisconsin Department of Health Services. Provider hereby grants the University and the Wisconsin Department of Health Services a non-exclusive, nontransferable, perpetual world-wide royalty-free license to reproduce, publish, or otherwise use and to authorize others to use materials included in the grant application, or materials, discoveries or inventions first produced in performance of the work funded under this grant, for governmental purposes including but not limited to non-commercial research and education.

9. **PROGRESS AND FINANCIAL REPORTS**

Progress Reports are to be submitted to AMY KIND, the University contact providing Project Oversight. An initial progress report shall be provided thirty (30) days after the end of the first year of this agreement. A final progress report shall be submitted ninety (90) days after the project ends. Additionally, Provider shall respond to all communication and outreach requests related to this agreement.

10. **MATCHING FUNDS**

The written annual progress reports should include information on matching funds, if provided.

11. **METHOD OF PAYMENT**

Provider will submit invoices for work done not more often than quarterly. The invoice shall reference the Agreement Number (00000000000) and shall reflect summary detail, by budget category, of costs incurred. Invoices are due within thirty (30) days of quarter end. The final invoice shall be submitted within ninety (90) days of the termination date of this Agreement. Invoices certified as required in 2 CFR 200.415 shall be submitted by mail or email to:

The University of Wisconsin – Madison
Invoices received from the Provider will be reviewed by AMY KIND and the Office of Research and Sponsored Programs prior to payment. University reserves the right to reject an invoice in accordance with 2 CFR 200.305.

12. REBUDGETING

Rebudgeting between major budget categories (personnel, travel, equipment, supplies, contracts, other costs) in excess of 10% of the total project budget must be approved by AMY KIND, the University contact providing Project Oversight.

13. ACCOUNTING & AUDIT

All expenses must be allowable under this Agreement and must be consistent with the budget for this project. If requested, the Provider must be able to describe the nature of project expenses, and establish the relatedness of the expenses to this Agreement.

The Provider will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, to describe the nature of each expense, and to establish relatedness to this Agreement. The Provider shall provide notice of the completion of required audits and any adverse findings which impact this Agreement as required by the Wisconsin Department of Health Services Prime Award, as applicable.

The financial records of this Agreement will be retained for a period of three (3) years from the date of submission of the final report of expenditures except for records related to any audit initiated prior to the expiration date which shall be retained until the audit findings involving the records have been resolved.

14. PUBLIC RECORDS

University is required to operate in accordance with standards consistent with Wisconsin Open Records Laws. Under these Laws, documents relating to this Agreement may become public records and subject to release unless disclosed as Trade Secret and Proprietary Information.

15. PUBLICITY

Provider must acknowledge University as the funding source in any press releases, articles or publications relating to this project or its results.

16. SUSPENSION OF CONTRACT

This agreement may be suspended in whole or in part by:

(a) University on written notice to the Provider if the Provider has materially failed to comply with the terms and conditions of the grant award as outlined above and as identified in the approved application;

(b) University and Provider by written agreement; or
(c) Provider on written notice to University setting forth the reasons for such action, the effective date, and, in the case of partial suspension, the portion to be suspended.

Suspension of this agreement may include discontinuation of payments to Provider by University and/or discontinuation of further spending of grant funds by Provider. Provider agrees to comply with the directions of University regarding the unexpended grant funds when this agreement is suspended.

17. TERMINATION OF CONTRACT

This agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to terminate. Final payment will be adjusted to reflect actual work completed.

18. NOTICES

Any notice required or permitted by this agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following at the addresses indicated:

Administrative:
Office of Research and Sponsored Programs
21 North Park Street, Suite 6301
Madison WI 53715
Email: KMRYAN2@RSP.WISC.EDU

19. MISCELLANEOUS

This Agreement may only be modified or amended by a written agreement signed by authorized representatives of all parties.

This Agreement shall be construed to be in accordance with the laws of the State of Wisconsin.

This Agreement and the related fund account are the entire agreement between the parties, and no oral statement shall supersede or modify any of the provisions of this agreement.

*** Remainder of this Page Intentionally Left Blank ***
Signature below signifies agreement of all parties to the terms outlined in this Agreement.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM

By:______________________________ Date:______________________________

___________________________________
(Print Name)

PROVIDER

By:______________________________ Date:______________________________

___________________________________
(Print Name)
Attachment A:

Statement of Work (SOW)
Attachment B

Budget

☐ Below or ☒ Attached
Attachment C – Prime Award
INTERAGENCY AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Board of Regents of the Univ. of Wisconsin System-UW School of Medicine & Public Health
for
Healthy Wisconsin Families
American Rescue Plan Act (ARPA) State & Local Recovery Funds (SLFRF)

DHS Agreement No.: 435200-G23-HealthyWI-00
DPH Contract No.: 56825
Agreement Amount: $5,500,000
Agreement Term Period: 07/01/2022 to 06/30/2024

DHS Division: Division of Public Health
DHS Agreement Administrator: Jennifer Ullsvik, Director
DHS Telephone: 608-266-0877
DHS Email: jennifer.ullsvik1@dhs.wisconsin.gov

Interagency Party Administrator: Robert Gratzl
Interagency Party Telephone: 608-262-3822
Interagency Party Email: robert.gratzl@rsp.wisc.edu
Interagency Party Unique Entity Identifier (UEI), formerly DUNS Name: University of Wisconsin System
Interagency Party Unique Entity Identifier (UEI), formerly DUNS Number: LCLSJAGTNZQ7
Interagency Party FEIN: 396006492

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

State of Wisconsin
Department of Health Services

Authorized Representative
Name: Jonette Arms
Title: Assistant Administrator
Signature: [Signature]
Date: 7/19/2022

Interagency Party
Name: University of Wisconsin-Madison

Authorized Representative
Name: Robert Gratzl
Title: Assistant Director of Contracts
Signature: [Signature]
Date: 7/19/2022
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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Agreement Administrator: individual(s) responsible for ensuring all steps in the agreement administration process are completed, including drafting agreement language, negotiating agreement terms, and monitoring the Interagency Party’s performance.

Personally Identifiable Information: an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

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

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:
1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

A. The State of Wisconsin Department of Health Services (DHS) is the state agency responsible for overseeing the coordination and integration of social service programs. DHS’ principal business address is 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
B. Board of Regents of the Univ. of Wisconsin System (Interagency Party) The Interagency Party’s principal business address is 21 N. Park Street, Suite 6301, Madison, WI 53715.

4. PURPOSE AND SCOPE

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

The Interagency Party agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached appendices.

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

4.1 List of Exhibits
Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Agreement Administrator
Agreement Administrator Name: Jennifer Ullsvik
Telephone: 608-266-0877
Email: jennifer.ullsvik1@dhs.wisconsin.gov

Interagency Party Agreement Administrator
Agreement Administrator Name: Robert Gratzl
Telephone: 608-262-3822
Email: robert.gratzl@rsp.wisc.edu

DHS will mail legal notices to the Interagency Party’s Agreement Administrator at the address identified in Section 3, unless otherwise notified by the Interagency Party.
6. PAYMENT

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A. Prompt Payment Law: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528

B. State Tax Exemption: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.

C. Payment Offsets for Interagency Party’s Delinquency: The State of Wisconsin may offset payments made to the Interagency Party under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.

D. Refund of Credits: DHS may request a refund of credits owed at any time. The Interagency Party agrees to refund credits owed within sixty (60) days of DHS’s request.

7. REPORTING

A. The Interagency Party shall comply with DHS’ program reporting requirements as specified in the Scope of Work.

B. The required reports shall be forwarded to DHS Agreement Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

A. The Interagency Party agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.

B. The Interagency Party will act solely in its independent capacity and not as an employee of DHS. The Interagency Party shall not be deemed or construed to be an employee of DHS for any purpose.

C. The Interagency Party agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.

D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. ‘Conversion therapy’ does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual’s coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.

E. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: https://www.govregs.com/regulations/2/200.322

9. AFFIRMATIVE ACTION

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

As required by Wisconsin’s Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Interagency Party must agree to equal employment and affirmative action policies and practices in its employment programs:
The Interagency Party agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Interagency Party is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Interagency Party to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom an Interagency Party must make a reasonable accommodation.

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

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

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

10. CIVIL RIGHTS COMPLIANCE

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

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

The Interagency Party must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Interagency Party employs fifty (50) or more employees and receives at least $50,000 in funding, the Interagency Party must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:
Department of Health Services  
Civil Rights Compliance  
Attn: Civil Rights Compliance Officer  
1 West Wilson Street, Room 651  
P.O. Box 7850  
Madison, WI 53707-7850  
Telephone: (608) 267-4955  
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 Interagency Party and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

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

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

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

The Interagency Party shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Interagency Party’s security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

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

DHS shall own all data provided to Interagency Party under this Agreement. Neither Interagency Party nor its employees or Subgrantees shall reuse, sell, make available, or make use in any format data provided to Interagency Party pursuant to this Agreement for any venture, profitable or not, outside this Agreement.
Interagency Party shall own all data researched and compiled by Interagency Party and its employees under this Agreement. Interagency Party and its employees shall have the right to use any such data for all purposes, including but not limited to, further research, education and publication. Interagency Party shall grant DHS a license to use such data researched or compiled by Interagency Party and its employees under this Agreement for any and all purposes deemed necessary by DHS.

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

A. Reporting to DHS: Interagency Party shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Interagency Party shall cooperate with DHS’ investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.

B. Equitable Relief: The Interagency Party acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.

C. HIPAA: The Interagency Party IS NOT a “Business Associate” pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS’ Business Associate Agreement.

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

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

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

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

13. GENERAL PROVISIONS

A. The Interagency Party shall conduct all procurement transactions in a manner that provides maximum open and free competition.

B. If a state public official (see Wis. Stat. § 19.42), a member of a state public official’s immediate family, or any organization in which a state public official or a member of the official’s immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than $3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

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

C. If the Interagency Party or Contractor is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a Certificate of Authority from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

D. The Interagency Party agrees that funds provided under this Agreement shall be used to supplement or expand the Interagency Party’s efforts, not to replace or allow for the release of available Interagency Party funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

A. The Interagency Party’s accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.

B. The Interagency Party shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Interagency Party’s accounting or simplified bookkeeping system on an ongoing and periodic basis. The Interagency Party agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Interagency Party shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Agreement must meet the Department’s allowable cost definitions as defined in the Department’s Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

15. CHANGES IN ACCOUNTING PERIOD

A. The Interagency Party shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.

B. Proof of IRS approval shall be considered verification that the Interagency Party has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Interagency Party of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.
16. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Interagency Party for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Interagency Party.

B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Interagency Party shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement.

C. The Interagency Party agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

17. AUDITS

A. Requirement to Have an Audit: Unless waived by DHS, the Interagency Party shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $100,000 or more. In determining the amount of annual funding provided by DHS, the Interagency Party shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Interagency Party.

B. Audit Requirements: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Interagency Party is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

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

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

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

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

7. * Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.

8. * Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.

9. * Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

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

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

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

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

G. Access to Subrecipient Records: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee’s records and financial statements as necessary to review the auditee’s compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor’s work.

H. Access to Auditor’s Work Papers: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. Failure to Comply with the Audit Requirements: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

1. The auditee did not have an audit.
2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
5. The auditee does not cooperate with DHS or another granting agency’s audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. Sanctions: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
18. OTHER ASSURANCES

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

B. The Interagency Party shall notify DHS in writing, within 30 days of the date payment was due, of any past due payment in excess of $500 or when total past due liabilities to any one or more vendors exceed $1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Interagency Party. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Interagency Party to resolve the dispute.

C. DHS may require written assurance at the time of entering into this Agreement that the Interagency Party has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to $500,000.

19. RECORDS

A. The Interagency Party shall maintain written and electronic records as required by state and federal law and required by program policies.

B. The Interagency Party and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS’ records that the Interagency Party accesses to provide services under this Agreement.

C. The Interagency Party and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Interagency Party’s compliance with the specifications of this Agreement.

D. The Interagency Party agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.

E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Interagency Party for any purpose not connected with the administration of the Interagency Party’s or DHS’ responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual’s legal guardian.
20. CONTRACT REVISIONS AND/OR TERMINATION

A. The Interagency Party agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
   1. Increased or decreased volume of services.
   2. Changes required by state and federal law or regulations or court action.
   3. Increase or reduction in the monies available affecting the substance of this Agreement.

B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.

C. Non-A appropriation
   DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.

D. Termination for Cause
   DHS may terminate this Agreement after providing the Interagency Party with thirty (30) calendar days written notice of the Interagency Party’s right to cure a failure of the Interagency Party to perform under the terms of this Agreement, if the Interagency Party fails to so cure or commence to cure.
   The Interagency Party may terminate the Agreement after providing DHS one hundred and twenty (120) calendar days written notice of DHS’ right to cure a failure of DHS to perform under the terms of this Agreement.
   Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
   Upon termination for cause, the Interagency Party shall be entitled to receive compensation for any deliverables’ payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.

E. Termination for Convenience
   Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Interagency Party at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Interagency Party must notify DHS at least forty-five (45) calendar days prior to the desired date of termination for convenience. During this notification period, the Interagency Party will continue providing services in accordance with the Agreement requirements.
   In the event of termination for convenience, the Interagency Party shall be entitled to receive compensation for any fees owed under the Agreement. The Interagency Party shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Interagency Party may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Interagency Party requesting the refund.

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

21. NONCOMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Interagency Party under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.

B. The Interagency Party shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Interagency Party or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Interagency Party became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Interagency Party shall provide DHS with a plan to correct the noncompliance.

C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.

D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Interagency Party under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

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

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

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

C. Secretary’s Review: If the dispute is unresolved at Step B, the Interagency Party may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within 14 days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within 30 days after receiving the Step B review request.

23. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than 45 days after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.

B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. FORMS DOA-3054 AND DOA-3054A

The state standard terms and conditions are not applicable for this Agreement.
25. CONDITIONS OF THE PARTIES’ OBLIGATIONS

A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.

B. DHS and the Interagency Party understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

27. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

28. ASSIGNMENT

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

29. ANTI-LOBBYING ACT

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

The Interagency Party shall use Standard Form LLL for Disclosure of Lobbying Activities available at: https://www.gsa.gov/portal/forms/download/116430. A completed disclosure must be provided upon Department request.

30. DEBARMENT OR SUSPENSION

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

31. DRUG FREE WORKPLACE

The Interagency Party, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.
32. MULTIPLE ORIGINALS

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

33. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

N/A

Match Requirements:
Funding percentages:
  a. Federal:
  b. State:
  c. Local/Other:
35. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS’ and Interagency Party’s Authorized Representatives on this Agreement exceeds 60 days inclusive of the two signature dates.

36. FUNDING CONTROLS

<table>
<thead>
<tr>
<th>Funding Control</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-month</td>
<td>Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.</td>
</tr>
<tr>
<td>4-month</td>
<td>Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.</td>
</tr>
<tr>
<td>5-month</td>
<td>Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.</td>
</tr>
<tr>
<td>6-month</td>
<td>Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.</td>
</tr>
<tr>
<td>9-month</td>
<td>Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.</td>
</tr>
<tr>
<td>N/A</td>
<td>Profile does not require funding control.</td>
</tr>
</tbody>
</table>
### 37. FEDERAL AWARD INFORMATION

| **FAIN (Federal Award Identification Number)** | SLFRP0135 |
| **Federal Award Date** | 5/18/2021 |
| **Subaward period of Performance Start Date** | 07/01/2022 |
| **Subaward period of Performance End Date** | 06/30/2024 |
| **Amount of Federal Funds obligated (committed) by this action** | $5,500,000 |
| **Total Amount of Federal Funds obligated (committed)** | $5,500,000 |
| **Federal Award Project Description** | The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. |
| **Federal Awarding Agency Name (Department)** | U.S. Department of the Treasury |
| **DHS Awarding Official Name** | DHS Deputy Secretary, Debra K. Standridge |
| **DHS Awarding Official Contact Information** | DHSContractCentral@dhs.wisconsin.gov |
| **Assistance Listing (formerly CFDA) Number** | 21.027 |
| **Assistance Listing (formerly CFDA) Name** | Coronavirus State and Local Fiscal Recovery Funds |
| **Total made available under each Federal award at the time of disbursement** | $1,266,580,313.25 |
| **R&D?** | No |
| **Indirect Cost Rate** | 6.9 |
Healthy Wisconsin Families: Leveraging the ARPA State & Local Fiscal Recovery Funds (SLFRF) to Improve Maternal and Infant Health

Overview

The University of Wisconsin (UW) School of Medicine and Public Health (SMPH) is committed to improving health and advancing health equity in Wisconsin and continues to be deeply invested in supporting initiatives to address Wisconsin’s significant disparities in maternal and infant health outcomes. The UW SMPH will lead a new competitive grant program funded by the ARPA State & Local Fiscal Recovery Funds (SLFRF) and designed to advance maternal and infant health equity, particularly focusing on efforts that lessen COVID-19 pandemic impacts.

Background

The COVID-19 pandemic has exacerbated adverse maternal and infant health outcomes disproportionately across Wisconsin’s communities. Annually in Wisconsin, approximately 400 infants die before their first birthday. These deaths more often impact Black, American Indian, Asian, Latino/Hispanic, multiracial and low resource communities with disparities increasing over the last decade. Maternal deaths and pregnancy complications are also disproportionately distributed and have been increasing within Wisconsin’s diverse communities. The COVID-19 pandemic has had profound, wide-reaching negative impacts, including limiting health care access, increasing health risks, enlarging economic uncertainties and directly increasing pregnancy complications due to the biologic and physiologic impacts of the virus itself. Therefore, the SLFRF are timely and will support Wisconsin’s mothers and infants at a critical moment.

Scope of Work

The UW SMPH will launch a new competitive grant program funded by SLFRF and designed to advance maternal and infant health equity, thereby taking a step towards mitigation of COVID-19 pandemic impacts. Rigorous proposals will be requested to support health systems and their community organization partner(s) to launch innovative pilot projects to improve maternal and infant outcomes, focusing on the critical window from just before birth up to a month after delivery. Proposed pilot projects should focus on underserved and marginalized Wisconsin communities including but not limited to American Indian, Black, Hispanic, Asian and low resource communities. It is expected that responsive proposals may include aspects of enhanced care coordination, health care access/delivery and infrastructure expansion. Proposed pilot projects could target outcomes that include, but are not limited to, reducing maternal mortality and morbidities, premature births, the number of cesarean sections and unnecessary inductions. Rigorous evaluation plans to assess quantifiable metrics of success are expected. Administration of the grant program funds will follow existing UW SMPH procedures.

Non-profit hospitals/health systems, Federally Qualified Health Centers and other non-profit clinical care infrastructure entities are eligible and should apply as lead organizations in partnership with one or more established maternal and infant focused community partners. Coalitions of health care systems are eligible and would be particularly encouraged to apply in partnership with one or more maternal and infant focused community partners.

A request for applications and proposal review procedures will follow standard UW SMPH processes. Final funding decisions will be made by a governance committee appointed by the UW SMPH Dean. Decisions made by the governance committee are final and not subject to appeal. Proposal budgets must adhere to all UW SMPH terms and conditions.

Leadership and Stakeholder Input

UW SMPH Dean Robert Golden and Associate Dean Amy Kind will provide leadership of this effort. Priority will be given to proposals that would build synergies with current programs that support Wisconsin’s mothers and infants. These efforts will draw on diverse perspectives both within and outside UW SMPH and through our deep partnerships in the community.
**Budget**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Grants</td>
<td>$4,782,609</td>
</tr>
<tr>
<td>Indirect (15%)</td>
<td>$717,391</td>
</tr>
<tr>
<td><strong>Total Grant Award</strong></td>
<td><strong>$5,500,000</strong></td>
</tr>
</tbody>
</table>

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CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

(Signature of Official Authorized to Sign Application)  
Robert Gratzl  
Assistant Director of Contracts

(Date)  
7/19/2022  
(Title)  
ARPA SLRLF

(Print Name)  
University of Wisconsin-Madison  
(Title of Program)  
(Agency / Contractor Name)
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at www.sam.gov.

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

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For (Name of Vendor): University of Wisconsin-Madison

Unique Entity Identifier (UEI), if applicable: LCLSAJGTNZQ7

INTERNAL USE ONLY

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The Office/Division of has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

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GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Board of Regents of the Univ. of Wisconsin System-UW School of Medicine & Public Health
for
Healthy Wisconsin Families
American Rescue Plan Act (ARPA) State & Local Recovery Funds (SLFRF)

DHS Grant Agreement No.: 435200-G23-HealthyWI-00 M1
DPH Contract No.: 56825
Agreement Amount: N/A
Agreement Term Period: 07/01/2022 to 6/15/2026
Purchase Order No.: 42617

DHS Division: Division of Public Health
DHS Grant Administrator: Jennifer Ullsvik, Director
DHS Telephone: 608-266-0877
DHS Email: jennifer.ullsvik1@dhs.wisconsin.gov

Grantee Grant Administrator: Robert Gratzl
Grantee Address: 21 N. Park Street, Suite 6301,
Madison, WI, 53715
Grantee Telephone: 608-262-3822
Grantee Email: robert.gratzl@rsp.wisc.edu

Modification Description: The contract is being extended from 06/30/2024 to 06/15/2026. The time extension has been approved by the Department of Administration and the Department of Health Services leadership.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement 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.

State of Wisconsin
Department of Health Services
Authorized Representative
Name: Jonette Arms
Title: Assistant Administrator
Signature: (Signature)
Date: 1/27/2023

Grantee
Entity Name: University of Wisconsin-Madison
Authorized Representative
Name: Robert Gratzl
Title: Assistant Director of Contracts
Signature: (Signature)
Date: 1/27/2023
CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

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

HIGH-RISK IT REVIEW

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

<table>
<thead>
<tr>
<th><strong>FAIN</strong></th>
<th>SLFRP0135</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal Award Date</strong></td>
<td>05/18/2021</td>
</tr>
<tr>
<td><strong>Sub-award period of Performance Start Date</strong></td>
<td>07/01/2022</td>
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<tr>
<td><strong>Sub-award period of Performance End Date</strong></td>
<td>06/15/2026</td>
</tr>
<tr>
<td><strong>Amount of Federal Funds obligated (committed) by this action</strong></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Amount of Federal Funds obligated (committed)</strong></td>
<td>$5,500,000</td>
</tr>
<tr>
<td><strong>Federal Award Project Description</strong></td>
<td>The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.</td>
</tr>
<tr>
<td><strong>Federal Awarding Agency Name (Department)</strong></td>
<td>U.S. Department of the Treasury</td>
</tr>
<tr>
<td><strong>DHS Awarding Official Name</strong></td>
<td>Debra K. Standridge, Deputy Secretary</td>
</tr>
<tr>
<td><strong>DHS Awarding Official Contact Information</strong></td>
<td>608-266-9622</td>
</tr>
<tr>
<td><strong>Assistance Listing (formerly CFDA) Number</strong></td>
<td>21.027</td>
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<tr>
<td><strong>Assistance Listing (formerly CFDA) Name</strong></td>
<td>Coronavirus State and Local Fiscal Recovery Funds</td>
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<td><strong>Total made available under each Federal award at the time of disbursement</strong></td>
<td>$1,266,580,313.25</td>
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<tr>
<td><strong>R&amp;D?</strong></td>
<td>NO</td>
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<tr>
<td><strong>Indirect Cost Rate</strong></td>
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