

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435810-G26-RuralHealth-00**

Bureau of Procurement and Contracting (BPC) Review:

- ☒ This agreement requires **Standard** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

- ☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

3/2/2026

Date Signed

Bureau of Procurement and Contracting
Procurement Authority Review
(Not required for CARS/GEARS agreements)

Submitting division: DPH

Division submitter: Aaron Larson

Procurement authority:

- ☐ Request for Bid (provide solicitation#):
- ☐ Request for Proposal (provide solicitation#):
- ☐ Request for Services
- ☐ Waiver (provide waiver#):
- ☐ Simplified Bid
- ☒ Interagency
- ☐ Grant exemption (provide GE#):
- ☐ Other (describe):

Appropriation (if applicable):



INTERAGENCY AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Department of Veterans Affairs
for
Rural Health Transformation Program

DHS Agreement No.: 435810-G26-RuralHealth-00
Agreement Amount: \$1,000,000.00
Agreement Term Period: March 1, 2026 to September 30, 2027

DHS Division: Office of Grants Management
DHS Agreement Administrator: Aaron Larson
DHS Telephone: 608-266-9296
DHS Email: aaron.larson@dhs.wisconsin.gov

Interagency Party Administrator: Joseph Hoey
Interagency Party Telephone: 608-266-2256
Interagency Party Email: joseph.hoey@dva.wisconsin.gov
Interagency Party Unique Entity Identifier (UEI) Name: Wisconsin Department of Veterans Affairs
Interagency Party Unique Entity Identifier (UEI) Number: CWKEECAJP9H9
Interagency Party Supplier ID: INTER48500

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

Aaron Larson

Title

Office of Grants Management Director

Signature

Signed by:

Aaron Larson

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3/4/2026

Interagency Party

Entity Name

Joseph Hoey

Authorized Representative

Name

Joseph Hoey

Title

Assistant Deputy Secretary

Signature

Signed by:

Joseph Hoey

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3/4/2026

TABLE OF CONTENTS

1.	DEFINITIONS.....	3
2.	ORDER OF PRECEDENCE.....	4
3.	PARTIES.....	4
4.	PURPOSE AND SCOPE	4
	4.1 List of Exhibits	4
5.	CONTACT INFORMATION	4
6.	PAYMENT.....	5
7.	REPORTING.....	5
8.	FEDERAL AND STATE RULES AND REGULATIONS.....	5
9.	AFFIRMATIVE ACTION	5
10.	CIVIL RIGHTS COMPLIANCE	6
11.	WEB CONTENT ACCESSIBILITY GUIDELINES.....	7
12.	CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION.....	7
13.	SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL	8
14.	HIGH-RISK IT REVIEW	9
15.	SUBGRANT or SUBCONTRACT	9
16.	GENERAL PROVISIONS.....	9
17.	ACCOUNTING REQUIREMENTS	10
18.	CHANGES IN ACCOUNTING PERIOD	10
19.	PROPERTY MANAGEMENT REQUIREMENTS	10
20.	AUDITS	10
21.	OTHER ASSURANCES.....	12
22.	RECORDS.....	13
23.	CONTRACT REVISIONS AND/OR TERMINATION	13
24.	NONCOMPLIANCE AND REMEDIAL MEASURES.....	14
25.	DISPUTE RESOLUTION.....	14
26.	FINAL REPORT DATE	15
27.	FORMS DOA-3054 AND DOA-3054A	15
28.	CONDITIONS OF THE PARTIES' OBLIGATIONS	15
29.	GOVERNING LAW	15
30.	SEVERABILITY	15
31.	ASSIGNMENT.....	16
32.	ANTI-LOBBYING ACT	16
33.	DEBARMENT OR SUSPENSION	16
34.	DRUG FREE WORKPLACE	16
35.	MULTIPLE ORIGINALS.....	16
36.	CAPTIONS.....	16
37.	SPECIAL PROVISIONS, IF APPLICABLE.....	16
38.	NULL AND VOID	17
39.	FEDERAL AWARD INFORMATION.....	17

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 Listings: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, (GSA) at SAM.gov, 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 201 E. Washington Ave., P.O. Box 7850, Madison, Wisconsin 53707-7850.
- B. Department of Veterans Affairs (Interagency Party) The Interagency Party's principal business address is 2135 Rimrock Rd, Madison, WI 53713

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.

4.1 List of Exhibits

- Exhibit 1: Statement of Work
- Exhibit 2: Federal Compliance Requirements
- Exhibit 3: Budget
- Exhibit 4: Administrative Cost Determinations

5. CONTACT INFORMATION

DHS Agreement Administrator

Agreement Administrator Name: **Aaron Larson**

Telephone: **608 266-9296**

Email: aaron.larson@dhs.wisconsin.gov

Interagency Party Agreement Administrator

Agreement Administrator Name: **Joseph Hoey**

Telephone: **608-266-2256**

Email: joseph.hoey@dva.wisconsin.gov

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.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-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.

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 Interagency Party 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
201 E. Washington Ave., Room E200B
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
201 E. Washington Ave., Room A200
P.O. Box 7850
Madison, WI 53707-7850
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. WEB CONTENT ACCESSIBILITY GUIDELINES

As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. § 791 et. seq.), specifically Sections 504 and 508, Section 1557 of the Affordable Care Act (42 U.S.C. § 18116 et. seq.), and the Nondiscrimination in Healthcare Programs and Activities Rule (89 F.R. 37522) published on April 24, 2024, the Grantee must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) are accessible to people with disabilities. To meet those regulations, the Grantee must adhere to the Web Content Accessibility Guidelines required by current regulations for Title II of the Americans with Disabilities Act (WCAG) 2.1 as of April 2026) in the fulfillment of the Contract.

Contractor shall comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA for all Products and Services provided under the Master Contract.

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

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

12. 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. With the exception of complying with any laws requiring disclosure, such as under the Wisconsin public records law or by court order, 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 20 (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 **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.

13. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. Contractor shall

ensure personnel with access to the State's IT Resources comply with the State's Acceptable Technology Use, Access and Security Policy.

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

14. 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.

15. 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.
- C. The Interagency Party will report, on a monthly basis, the federal award subrecipients with which they contract and its corresponding reporting information according to federal requirements defined in the Federal Funding Accountability and Transparency Act (FFATA) to the Department of Health Services, Bureau of Fiscal Services, addressed to the Expenditure Accounting Section at DHSBFSGeneral@dhs.wisconsin.gov.

16. 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.

17. 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>).

18. 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.

19. PROPERTY MANAGEMENT REQUIREMENTS

- A. 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.
- B. 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.

20. 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 – Audit Requirements. 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 1.4 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;
 - 7. Discontinuing contracting with the auditee; and/or
 - 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
 The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
 DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

21. 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.

22. 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.

23. 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-Appropriation: DHS reserves the right to cancel any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government.
- 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.

24. 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.

25. 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 Interagency Party 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.

26. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **45 calendar 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.

27. FORMS DOA-3054 AND DOA-3054A

The state standard terms and conditions are not applicable for this Agreement.

28. 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.

29. 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.

30. 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.

31. ASSIGNMENT

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

32. 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 (SFLLL) available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities> . A completed disclosure must be provided upon Department request.

33. 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.

34. 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.

35. MULTIPLE ORIGINALS

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

36. 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.

37. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

N/A

Match Requirements:

Funding percentages:

- a. Federal:
- b. State:
- c. Local/Other:

38. 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.

39. FEDERAL AWARD INFORMATION

FAIN (Federal Award Identification Number)	RHTCMS332076
Federal Award Date	December 29, 2025
Subaward period of Performance Start Date	March 1, 2026
Subaward period of Performance End Date	September 30, 2027
Amount of Federal Funds obligated in the subaward	\$1,000,000
Total Amount of Federal Funds obligated	\$203,670,006
Federal Award Project Description	Rural Health Transformation Program
Federal Awarding Agency Name (Department)	Centers for Medicare and Medicaid Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listings Number	93.798
Assistance Listings Name	Rural Health Transformation Program
Total made available under each Federal award at the time of disbursement	\$203,607,006
R&D?	No
Indirect Cost Rate	4.5%

Exhibit 1: Statement of Work (SOW)
Project: Rural Health Transformation Program , Department of Veterans Affairs

GENERAL INFORMATION

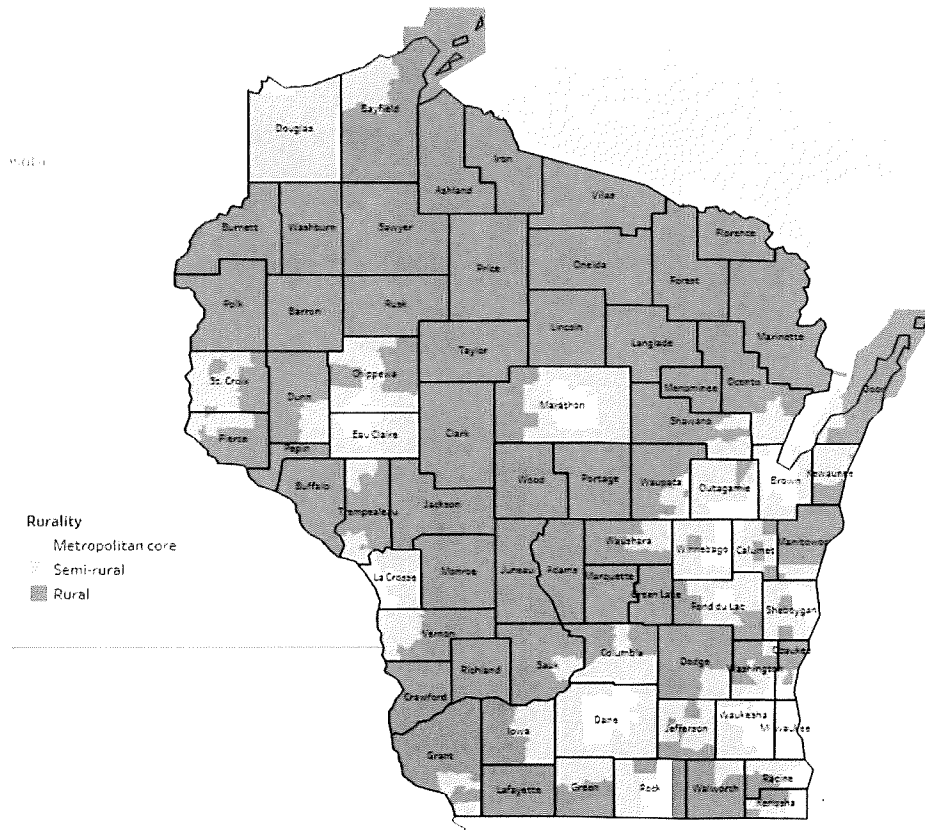
- 1.0 Scope of Work:** The Rural Health Transformation (RHT) Program will provide one-time funding for the Department of Veterans Affairs (DVA) – also referred to as the Interagency Party. Of this, \$1 million will be provided in Budget Year 1 while the remainder will be provided upon confirmation of federal funding in subsequent years.

Access to broadband at home can present barriers for rural veterans. One-time funds will help the state's County and Tribal Veterans Services Offices establish private telehealth rooms to provide access to telehealth in safe and convenient spaces. Funds will be administered by DVA and will help offices purchase technology, remodel spaces for privacy, and educate veterans on using technology.

2.0 Background:

Wisconsin applied to the federal Centers for Medicare and Medicaid Services (CMS) to participate in the Rural Health Transformation Program from 2026 to 2030. The program will improve rural health in 71 counties, as defined by the 2020 U.S. Census.

Target Areas of Wisconsin



Rural Counties	Semi-Rural Counties
Adams, Ashland, Barron, Buffalo, Burnett, Clark, Crawford, Florence, Forest, Green Lake, Iron, Jackson, Juneau, Lafayette, Langlade, Lincoln, Marinette, Marquette, Menominee, Monroe, Oneida, Pepin, Polk, Portage, Price, Richland, Rusk, Sawyer, Taylor, Vilas, Washburn, Wood	Bayfield, Brown, Calumet, Chippewa, Columbia, Dane, Dodge, Door, Douglas, Dunn, Eau Claire, Fond du Lac, Grant, Green, Iowa, Jefferson, Kenosha, Kewaunee, La Crosse, Manitowoc, Marathon, Oconto, Outagamie, Ozaukee, Pierce, Racine, Rock, Sauk, Shawano, Sheboygan, St. Croix, Trempealeau, Vernon, Walworth, Washington, Waukesha, Waupaca, Waushara, Winnebago

CONTRACTOR REQUIREMENTS

3.0 Technical Requirements/Tasks:

The sub-awardee must comply with the terms of the Notice of Award, including complying with prohibited uses of grant or cooperative agreement funds.

The sub-awardee is responsible for the following actions:

- A. Operate as a sub-awardee on this grant, subject to all applicable terms and conditions;
- B. Create an application and eligibility process for County / Tribal Veteran Service Offices to receive up to \$50,000 each for the build-out and implementation of telehealth services within their jurisdictions, with the concept of fielding 20 sub-awards annually;
- C. Create and manage a grant application portal and process that enables applicants to submit applications on a rolling basis, with an emphasis on rapid adoption and implementation at the local level;
- D. Provide public notice and evaluate sufficiency and completion of grant applications on a rolling basis throughout the performance period as funds allow, with completion of 80 projects to all eligible Tribes and Counties over a 4-year grant delivery window;
- E. Create and manage subaward agreements with each designated sub-awardee during the performance period of the grant;
- F. Ensure compliance and documentation from each sub-awardee pursuant to the grant;
- G. Verify satisfactory project completion and implementation from sub-awardees;
- H. Provide reports to the Wisconsin Department of Health Services at the timeline below;
- I. Operate financially as described in the enclosed budget, with 0% administrative costs and all funds continuing to sub-awardees.

4.0 Deliverables / Schedule:

Timely submission of deliverables is essential to achieving the program's goals. The reporting schedule is specified in the table below. The Interagency Party and DHS will meet regularly to discuss progress and troubleshoot any issues.

DVA is required to provide written progress reports from 2026 to 2031. DHS will provide a template for reports. Reports shall be submitted to DHS as a word document via email, and DVA must respond in a timely manner to any follow-up questions from the evaluation team. Reports shall cover all work completed during the specified period and shall present the work to be accomplished during the subsequent period. Reports shall include qualitative progress updates on milestones and implementation, quantitative updates on metrics that the subgrantee is tracking as a part of their workplan, quantitative description of funds expenditure by initiative and use of funds, and any additional information helpful to CMS. Reports shall also identify any problems that arose and a statement explaining how the problem was resolved. Reports shall also identify any problems that have arisen but have not been completely resolved and provide an explanation.

Reports shall include project outcomes, including the following milestones for this project:

- By June 2027, report on the coordinated telehealth projects with local agencies.
- By August 2029, report on number of telehealth centers open to serve veterans at existing community sites.

Reporting Schedule

Deliverable	Reporting Period	Report Due to DHS
Annual Report #1	December 29, 2025 to July 31, 2026	August 10, 2026
Quarterly Report #1	August 1, 2026 to October 30, 2026	November 10, 2026
Quarterly Report #2	October 31, 2026 to January 30, 2027	February 10, 2027
Quarterly Report #3	January 31, 2027 to April 30, 2027	May 10, 2027
Annual Report #2	August 1, 2026 to July 31, 2027	August 10, 2027
Quarterly Report #4	August 1, 2027 to October 30, 2027	November 10, 2027
Quarterly Report #5	October 31, 2027 to January 30, 2028	February 10, 2028
Quarterly Report #6	January 31, 2028 to April 30, 2028	May 10, 2028
Annual Report #3	August 1, 2027 to July 31, 2028	August 10, 2028
Quarterly Report #7	August 1, 2028 to October 30, 2028	November 10, 2028
Quarterly Report #8	October 31, 2028 to January 30, 2029	February 10, 2029
Quarterly Report #9	January 31, 2029 to April 30, 2029	May 10, 2029
Annual Report #4	August 1, 2028 to July 31, 2029	August 10, 2029
Quarterly Report #10	August 1, 2029 to October 30, 2029	November 10, 2029
Quarterly Report #11	October 31, 2029 to January 30, 2030	February 10, 2030
Quarterly Report #12	January 31, 2030 to April 30, 2030	May 10, 2030
Annual Report #5	August 1, 2029 to July 31, 2030	August 10, 2030
Quarterly Report #13	August 1, 2030 to October 30, 2030	November 29, 2030
Final Report	December 29, 2025 to October 30, 2030	January 10, 2031

5.0 Contractor's Key Personnel:

Jeremy Lyon, Division Administrator, Division of Veterans Benefits, Wisconsin Department of Veterans Affairs: program oversight and implementation.

Erin Armbrust, Grant Specialist, Division of Enterprise Services, Wisconsin Department of Veterans Affairs: subaward documentation and grant reporting.

Jenny Fahey, Bureau Director, Bureau of Health Services, Wisconsin Department of Veterans Affairs: telehealth implementation and best practices.

6.0 Data Rights: The Rural Health Transformation Program is partnering with the Wisconsin Office of Rural Health, the University of Wisconsin – Population Health Institute, and the Wisconsin Collaborative for Healthcare Quality for technical assistance and program evaluation. DVA will partner with these entities as requested by DHS to share data on program performance and outcomes.

7.0 Award Amounts and Allowable Expenses

The Interagency Party must submit a detailed budget to DHS for each year that funds are Awarded using the template provided. The Interagency Party must submit subawards once subaward applications are received. Funds are subject to federal restrictions of the timing and use of funds. All Year 1 funds must be obligated before October 30, 2026, with the state having until September 30, 2027, to spend obligated funding. Funds will be allocated as follows:

	<u>Budget Year 1*</u>	<u>Budget Year 2**</u>	<u>Budget Year 3**</u>	<u>Budget Year 4**</u>	<u>Budget Year 5**</u>
<u>DVA Award</u>	\$1,000,000	\$1,000,000	\$0	\$0	\$0

*Date contract signed to October 30, 2026.

**Subject to availability of federal funds.

Eligible expenses must align with approved project budget and comply with requirements described in Exhibit 2: Federal Compliance Requirements.

Invoicing Schedule:

Invoices should be recorded at a monthly level of detail. Subrecipients should submit payment requests to DHS on a monthly basis.

8.0 Pass-Through Requirements

All terms and conditions stated in the Notice of Award apply to the Interagency Party. This section describes key requirements. However, the Interagency Party should refer to the Notice of Award for all requirements. Financial compliance requirements are detailed in Exhibit 2. Per the Notice of Award:

- *Subrecipient Tracking.* The Interagency Party must provide DHS with the National Provider Identified (NPI), Tax ID, and EIN, as applicable. DHS is required to submit this information within 30 days from the start of the award.
- *Communications Materials.* The State of Wisconsin must submit communications to CMS for review and comment prior to publication. This includes external presentations, public materials, press releases, media interviews, releases of information, and other communications included under the Stevens Amendment. The Department of Health Services will serve as the Wisconsin liaison with CMS. The Interagency Party must only use approved communications materials or must submit materials to DHS for CMS review prior to publication.
- *Programmatic and Financial Reports.* The State of Wisconsin is required to submit regular reports to CMS. The reporting schedule in part 4.0 is structured to meet these requirements. DHS will provide a template for the Interagency Party.

Exhibit 2: Federal Compliance Requirements Rural Health Transformation Program

This document sets forth federal funding requirements applicable to federal funds under the Rural Health Transformation Program, authorized by Public Law 119-21 (The One Big Beautiful Bill Act), Section 71401. Subgrantees agree to comply with the federal regulations applicable to this award listed below and all other applicable federal statutes, regulations, executive orders, and requirements applicable to this agreement not described in this document. Awards are also subject to applicable provisions of 2 CFR Part 200 and 2 CFR Part 300. Awards are also subject to CMS reporting requirements.

Limitations - the following costs are not allowed, unless otherwise noted:

1. Pre-award costs.
2. Meeting matching requirements for any other federal funds or local entities.
3. Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law, such as vocational rehabilitation or education services.
4. Services, equipment, or supports that are the legal responsibility of another party under any civil rights law, such as modifying a workplace or providing accommodations that are obligations under law.
5. Goods or services not allocable to the project.
6. Supplanting existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries.
7. Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost.
8. The cost of independent research and development, including their proportionate share of indirect costs. See 2 CFR 300.477.
9. Funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order.
10. Purchase of covered telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.
11. Meals, unless in limited circumstances such as:
 - a. Subjects and patients under study.
 - b. Where specifically approved as part of the project or program activity, such as in programs providing children's services.
 - c. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
12. Activities prohibited under 2 CFR 200.450 and the HHS Grants Policy Statement, including but not limited to: Paying the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, or local legislature or legislative body.

13. Lobbying, but awardees can lobby at their own expense if they can segregate federal funds from other financial resources used for lobbying.
14. New construction is unallowable. Supplanting funding for in-process or planned construction projects or directing funding towards new construction builds is unallowable. Renovations or alterations, as described in category J of the program requirements and expectations use of funds section, are allowed if they are clearly linked to program goals.
 - a. Minor Alterations and Renovations projects include small modifications aimed at enhancing the functionality of the facility where the project will take place. In general, minor modifications to an existing building footprint, existing infrastructure, and existing rooms within a facility would be considered minor building alterations or renovations.
 - b. Hypothetical, illustrative examples include but are not limited to:
 - i. Interior Modifications: Installing or relocating interior walls and partitions to create new offices or meeting rooms.
 - ii. Lighting and Electrical: Upgrading light fixtures to more energy-efficient systems.
 - iii. HVAC and Plumbing: Replacing vents and thermostats for better climate control.
 - iv. Accessibility Improvements: Installing automatic door openers to enhance accessibility.
 - v. Security and Safety: Installing or upgrading security cameras or access control panels.
 - vi. Workspace Reconfiguration: Creating open office layouts or converting private offices to better suit needs.
 - c. Category J funding cannot exceed 20% of the total funding CMS awards States in a given budget period.
15. To replace payment for clinical services that could be reimbursed by insurance. We will not accept payments to clinical services if they duplicate billable services and/or attempt to change payment amounts of existing fee schedules.
 - a. If you plan to fund direct health care services, you must justify why they are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by insurance), and/or how they transform the current care delivery model.
 - b. Funding for provider payments, as described in category B of the program requirements and expectations use of funds section, cannot exceed 15% of the total funding CMS awards States in a given budget period.
 - c. Funding cannot be used for initiatives that fund certain cosmetic and experimental procedures that fall within the definition of a specified sex-trait modification procedure at 45 CFR 156.400 because that is beyond the scope of this program.
16. No more than 5% of total funding CMS awards to a State in a given budget period can support funding the replacement of an EMR system if a previous HITECH certified EMR system is already in place as of September 1, 2025.
 - a. Upgrades, enhancements, and added modules, interfaces, or functionality to existing EMR/EHR systems are allowable uses of funds and are not subject to the 5% limitation.
17. Funding towards initiatives similar to the "Rural Tech Catalyst Fund Initiative" (as described in the appendix) cannot exceed the lesser of (1) 10% of total funding awarded to a State in a given

budget period or (2) \$20M of total funding awarded to a State in a given budget period, and funding is subject to all restrictions and requirements described in the example initiative.

18. Clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations.
19. None of the funding shall be used by the State for an expenditure that is attributable to an intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law.
20. SSA Section 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual.

Examples of allowable costs:

21. States must focus funding on the following categories as described in Section 71401 of Public Law 119-21:
 - a. **Prevention and chronic disease:** Promoting evidence-based, measurable interventions to improve prevention and chronic disease management.
 - b. **Provider payments:** Providing payments to health care providers for the provision of health care items or services, subject to restrictions described in the funding policies and limitations.
 - c. **Consumer tech solutions:** Promoting consumer-facing, technology-driven solutions for the prevention and management of chronic diseases.
 - d. **Training and technical assistance:** Providing training and technical assistance for the development and adoption of technology-enabled solutions that improve care delivery in rural hospitals, including remote monitoring, robotics, artificial intelligence, and other advanced technologies.
 - e. **Workforce:** Recruiting and retaining clinical workforce talent to rural areas, with commitments to serve rural communities for at least 5 years.
 - f. **IT advances:** Providing technical assistance, software, and hardware for significant information technology advances designed to improve efficiency, enhance cybersecurity capability development, and improve patient health outcomes.
 - g. **Appropriate care availability:** Assisting rural communities to right size their health care delivery systems by identifying needed preventative, ambulatory, pre-hospital, emergency, acute inpatient care, outpatient care, and post-acute care service lines.
 - h. **Behavioral health:** Supporting access to opioid use disorder treatment services, other substance use disorder treatment services, and mental health services.
 - i. **Innovative care:** Developing projects that support innovative models of care that include value-based care arrangements and alternative payment models, as appropriate.
22. Additional uses designed to promote sustainable access to high quality rural health care services, as determined by the CMS Administrator, including:
 - a. **Capital expenditures and infrastructure:** Investing in existing rural health care facility buildings and infrastructure, including minor building alterations or renovations and equipment upgrades to ensure long-term overhead and upkeep costs are commensurate with patient volume, subject to restrictions in the funding policies and limitations.
 - b. **Fostering collaboration:** Initiating, fostering, and strengthening local and regional strategic partnerships between rural facilities and other health care providers to promote quality improvement, improve financial stability of rural facilities, and expand access to care.

23. Specific examples provided in the Notice of Funding Opportunity include:

- a. States can offer certain incentives to attract clinical workforce to work in rural areas provided the recipient of the incentive commits to working in rural areas for a minimum of **5 years**. Funding for local housing for students or trainees in rural areas may be allowable if included as part of an approved initiative within the scope of the RHT Program. Note that payment for student or trainee housing is limited to short-term (less than 6 months) housing for rotations.
- b. Targeted technical assistance and training to help clinicians, medical coders, and other personnel better understand and use existing payment mechanisms already in place for care coordination services via Medicare and Medicaid or other payers.
- c. Creating, implementing, or enhancing IT systems, software, or data sharing infrastructure to streamline population health management and care coordination by sharing resources, making referrals, and ensuring the completion of the referral process that help with coordinating amongst stakeholders and/or population health management. Promoting community engagement, awareness of programs, and community input on program development, structure, and oversight.
- d. Training and integrating community health workers, care coordinators, peer support specialists, community paramedics, other auxiliary personnel, and behavioral health specialists into the care delivery system. Such personnel can then launch and support targeted outreach programs to engage and educate rural populations.
- e. Developing multidisciplinary frameworks to formally integrate non-physician providers such as paramedics, community paramedics, emergency medical technicians, community health workers, and pharmacists into care teams, in collaboration with rural facilities.
- f. Developing community-based programs to promote health literacy and healthy behaviors within a population, such as tobacco cessation programs, diabetes management education, or nutrition education.
- g. Improving access to primary care and preventative services in innovative sites of care, such as schools, retail centers, public libraries, and home-based visits, and/or via mobile care delivery, such as use of mobile screening vans, community paramedicine, and mobile clinics.
- h. Assistance in setting up the legal and organizational framework to create and operate a rural health network including, but not limited to, articles of incorporation, network operating practices, dues structure, and network decision making procedures.
- i. Technical assistance to organizations developing or enhancing integrated rural health networks.
- j. Technical assistance with restarting closed service lines, such as with recruitment, compliance, or infrastructure.
- k. Technical assistance on legal and regulatory issues (such as antitrust navigation and contracting and data sharing between members).

- l. Needs assessments for rural communities related to strategic planning of services, including maternity care.
- m. Start-up funding to cover providers' initial staffing and equipment to support strategically targeted service line expansion linked to local need until enough volume develops to reach sustainability.
- n. IT systems, software, or data sharing infrastructure, such as health information exchanges or frameworks like The Trusted Exchange Framework and Common Agreement (TEFCA), that help with coordinating amongst providers and supporting population health management.

Additional Resources

- Notice of Funding Opportunity (NOFO)
 - Pages 11-12, 18-20, 97-118
- Rural Health Transformation FAQ
 - Section V. Use of Funds, pages 34-53

Wisconsin Department of Health Services
Project: Rural Health Transformation Program, Department of Veterans Affairs
Exhibit 3: Budget

Instructions : The subrecipient should fill in the gray cells across all sheets and submit to dhsruralhealth@dhs.wisconsin.gov. This applies to funds allocated for Budget Year 1 (from the date the agreement is signed through October 30, 2026). This information will be shared with the federal government as part of cooperative agreement oversight. Please add additional rows as necessary to provide a detailed description of the budget. Non-state entities should adapt as necessary to comply with their budget policies. See CMS website for additional guidance: <https://www.cms.gov/about-cms/work-us/cms-grants-cooperative-agreements/how-apply-cms-grants/cms-guidance-preparing-budget-request-narrative>.

Category	Budget Year 1
Administrative Expenses	
Indirect Costs	\$0.00
Project Activities	\$1,000,000.00
Total	\$1,000,000.00

Other Information Required	Response
National Provider Identified (NPI)	N/A
Tax ID	N/A
EIN	396006493

Admin Percentage Check*	0%
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*The State of Wisconsin can only spend up to 10% of RHTP allocations on administrative costs. This limit applies to administrative and not programmatic costs (see definitions).

Activity Name	Description	Amount in FFY26
Telehealth Access Grants	20 subawards to County or Tribal Veteran Service Offices of \$50,000 each for the build-out and implementation of telehealth services within their jurisdictions.	\$1,000,000.00
Total		\$1,000,000.00

Instructions: Add more rows as needed to describe each activity. Please describe each activity with enough detail to clearly connect it to the statement of work and the how costs will be associated with it throughout the year (what will be done and for what purpose). Descriptions should be specific, concise, and consistent. To avoid double counting a project activity implemented by a contractor, please include a description in both sheets but only include the dollar amount in project activities.

Exhibit 4: Rural Health Transformation Program: Administrative Cost Determinations

Rural Health Transformation Program Guidance

- Not more than 10 percent of the amount allotted to a State for a fiscal year may be used by the State for administrative expenses. (Public Law 119-21)
 - The 10% cap applies to the *cumulative* administrative costs for the *entire* program—including those incurred by both the State and any subrecipients. (FAQ # III.91, *see also* FAQ ## V.8. & V.9). Each individual subrecipient is not subject to their own 10% administrative cap, and any administrative expenses a subrecipient incurs are pooled into the overall 10% cap on administrative expenses for the amount awarded to the State during the budget period.
 - Personnel costs *for administering RHTP grant activities* may be considered administrative costs (FAQ #III.91 and #III.92). If staff are *directly carrying out program initiatives*, the cost may be considered programmatic (FAQ ## III.92 & III.109).
- Determinations about whether a cost is “programmatic” or “administrative” depends on the nature of the activities performed. (FAQ ## III.101, V.62 & V.63)
 - Final determinations on costs will be made by CMS. Detailed justifications for requested expenses are necessary to ensure they are approved. (FAQ # III.101, 103)

Examples of costs that are “administrative”:

- General oversight and expenses “such as director’s office, accounting, administrative personnel, and other types of expenditures classified as administrative.” (FAQ # V.67)
- Salaries for program management staff (FAQ # III.62)
- State personnel costs administering the grant (FAQ # III.92)
- Staff “managing or overseeing the grant itself” (FAQ # III.109)
- Hiring an independent evaluator to collect data and evaluate the program. (FAQ # V.62)
- Hiring an accountant to keep track of RHT program funds. (FAQ # V.63)
- Hiring staff to train faculty on program or project management. (FAQ # V.63)

Examples of costs that are likely “programmatic”:

- Costs are “programmatic” if they are “directly related to implementing/ executing/ delivering activities described within specific initiatives in the State’s application and the State provides sufficient detail in their application to justify their initiatives budget.” (FAQ # III.103)
 - Costs directly related to implementing, executing, or delivering activities specifically identified in the State’s application are presumed to be programmatic in nature.
 - Any programmatic costs must “support expansion and scale to better serve rural communities, not to replace or duplicate existing funding sources.” (FAQ # III.61) If

funds are used to expand a pre-existing pilot or program, RHT funds shall only apply “to the costs associated with the new population, new activities, new program milestones” and *not* to supplement costs previously funded by the State or existing fiduciaries.

- Directly carrying out program activities—such as providing technical services, technical assistance, or supporting program operations like expanding programs to rural areas or implementing new initiatives (FAQ # III.109)
- Hiring and training new community health workers to serve residents in a clinical workforce area. (FAQ # V.6)
- Purchasing new patient monitoring devices and educational materials to specifically serve populations in the clinical workforce area. (FAQ # V.6)
- Startup costs to establish new contracts or agreements for service delivery in the counties. (FAQ # V.6)
- Hiring preceptors or equipment to facilitate training residents on how to access RHT services or programs. (FAQ # III.103)
- Community colleges using funds to create “a structured, certifiable pathway to a new degree, new certification, or to a career/new job opportunity in the clinical workforce area.” (FAQ # III.105; note the 5-year commitment requirements)
- Hiring an independent evaluator to conduct a needs assessment in rural areas related to a core component one of the state’s initiatives. (FAQ # V.62)

Source: Rural Health Transformation Frequently Asked Questions, October 31, 2025

CERTIFICATION REGARDING LOBBYING

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

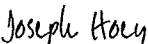
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

Signed by:


F9D219F64207A1B
(Signature of Official Authorized to Sign Application)

3/4/2026

(Date)

Joseph Hoey
(Print Name)

Assistant Deputy Secretary
(Title)

Joseph Hoey
(Agency / Contractor Name)

Rural Health Transformation Program
(Title of Program)

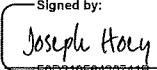
DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

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 the following websites: www.sam.gov.

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

SIGNATURE – Official Authorized to Sign Application		Date Signed
Signed by:  F9D219F0420741B...		3/4/2026
For (Name of Vendor) Joseph Hoey	Unique Entity Identifier (UEI), if applicable CWKEECAJP9H9	

Department of Health Services
Division of Enterprise Services
F-03400 (01/2026)

State of Wisconsin

Attestation of Filing Assurance of Compliance (Form HHS 690)

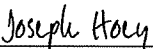
As a condition of receiving new or continued federal funding from the U.S. Department of Health and Human Services (HHS), on or after April 16, 2025, domestic recipients, subrecipients, and contractors must file an Assurance of Compliance (**Form HHS 690**) with the HHS Office for Civil Rights (OCR).

This filing requirement aligns with Executive Order (E.O.) 14173 "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," which affirms, amongst other things, that contractual counterparties or grant recipients of federal funds must certify that it does not operate programs that violate any applicable Federal anti-discrimination laws.

In alignment with HHS policy, DHS, as the recipient of HHS funds, must ensure that all subrecipients and contractors receiving federal HHS funds through DHS attest that they have submitted Form HHS 690 to OCR.

By signing below, you certify that your organization has submitted Form HHS 690 to the HHS Office of Civil Rights.

Signature — Official authorized to sign application:

Signed by:

F9D219F6420741B...

Date signed 3/4/2026

For (Name of subrecipient or contractor) (printed):

Department of Veterans Affairs

Certificate Of Completion

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Madison, WI 53703

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Pool: DHS

Location: Docusign

Signer Events

Cody Wagner

CodyW.Wagner@dhs.wisconsin.gov

Office of Legal Counsel

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
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Signature

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Not Offered via DocuSign

Joseph Hoey

Joseph.hoey@dva.wisconsin.gov

Assistant Deputy Secretary

Security Level: Email, Account Authentication
(None)

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Aaron Larson

Aaron.Larson@wisconsin.gov

Office of Grants Management Director

Security Level: Email, Account Authentication
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Completed	Security Checked	3/4/2026 12:33:36 PM
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.