

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G22-TBDISPENSE-45**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed 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

8/4/2021

Date Signed

Tony Evers
Governor

Karen E. Timberlake
Secretary



State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

To: Local Health Officers
From: Pat Heger, Financial Specialist Advanced, Wisconsin Department of Health Services (DHS) Tuberculosis Program (WTBP)
Date: May 6, 2021
Re: FY 2022 Wisconsin Tuberculosis (TB) Dispensary Contracts

It is time to establish Wisconsin TB Dispensary contracts for fiscal year 2022, which runs from July 1, 2021 to June 30, 2022. Please submit signed contracts for the Wisconsin TB Dispensary by Friday, June 30, 2021. Contracts received after that date may be delayed in getting established, although coverage will be retroactive to July 1, 2021. Please contact WTBP (contact information below) if you anticipate a delay in the submission of your signed contract.

The contract is a standard purchase order interagency agreement between your health department and the State of Wisconsin. The accompanying documents (*Wisconsin Tuberculosis Dispensary Policy and Procedures, with attachments A, B, C, D, E, and G*) provide the specifics of how the Wisconsin TB Dispensary works, who is eligible for coverage, what services and medications are allowed, service codes, National Drug Codes (NDC), and Medicaid reimbursement rates as of May 6, 2021.

Please follow emailed DocuSign instructions to electronically sign the contract and return to DPH through DocuSign. *Attachment B* (Clinical Services Plan) must be returned or your contract will not be valid. *Attachment D* (Pharmacy Services Plan) is optional, to be completed and returned for any jurisdiction that will be requesting reimbursement for pharmacy services not ordered through the default Wisconsin TB Dispensary pharmacy.

As always, WTBP staff members are available to answer any questions you may have by phone (608-261-6319) or email (DHSWITBProgram@dhs.wisconsin.gov).

Thank You,



GRANT AGREEMENT

between the

State of Wisconsin Department of Health Services

and

Milwaukee City Health Department

for

Tuberculosis (TB) Dispensary Program

DHS Grant Agreement No.: 435100-G22-TBDISPENSE-45

DPH Contract No.:

Agreement Amount: Sum Sufficient

Agreement Term Period: July 1, 2021 to June 30, 2022

DHS Division: Public Health

DHS Grant Administrator: Patricia Heger

DHS Telephone: 608-266-9692

DHS Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator: Kirsten Johnson

Grantee Telephone: 414-286-3521

Grantee Email: krjohns@milwaukee.gov

Grantee DUNS Name: City of Milwaukee Health Department

Grantee DUNS Number: 933451668

Grantee FEIN: 396005532

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

**State of Wisconsin
Department of Health Services**

Grantee
Entity Name: City of Milwaukee Health Department

Authorized Representative

Authorized Representative

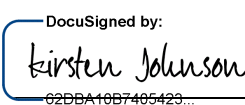
Name: Chuck Warzecha

Name: Kirsten Johnson

Title: DPH Deputy Administrator

Title: Commissioner of Health

Signature: 
00F171C73442401...

Signature: 
02DBA10B7405423...

Date: 9/2/2021

Date: 9/1/2021

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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code,

or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

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

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

- A. The State of Wisconsin Department of Health Services (DHS) is the state agency responsible for overseeing the coordination and integration of social service programs. DHS' principal business address is 1 West Wilson Street, Room 272, Madison, Wisconsin 53703.
- B. Milwaukee City Health Department (Grantee) The Grantee's principal business address is 841 North Broadway 3rd Floor, Milwaukee, WI 53202.

4. PURPOSE AND SCOPE

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

The Grantee 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: Attachment A – TB Dispensary Covered Clinical Services by Patient Type
- Exhibit 2: Attachment B – Tuberculosis Clinical Services Plan
- Exhibit 3: Attachment C – CPT Codes and Current Medicaid Rates
- Exhibit 4: Attachment D – Tuberculosis Pharmacy Services Plan
- Exhibit 5: Attachment E – Wisconsin TB Drug Reimbursement NDC Codes
- Exhibit 6: Attachment F – Wisconsin TB Dispensary Policy and Procedures
- Exhibit 7: Attachment G – Payment Details

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: Patricia Heger
Telephone: 608-266-9692
Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator

Grant Administrator Name: Kirsten Johnson
Telephone: 414-286-3521
Email: krjohns@milwaukee.gov

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

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 Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee 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. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee 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.

9. AFFIRMATIVE ACTION

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

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website:

<http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf>

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

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

10. CIVIL RIGHTS COMPLIANCE

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

places, available for employees and 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 Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

The Grantee 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 Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

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

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

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally

Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee 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 Grantee 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 Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee 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.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

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 Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee 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. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
- C. *Equitable Relief:* The Grantee 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.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs

affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:

1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. **HIPAA:** The Grantee IS NOT a “Business Associate” pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS’ Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee 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 Grantee and Subgrantee and agents of the Grantee 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 Grantee as a Business Associate must complete a Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee’s further contracts, grants, contractors, or grantees under this Agreement, and the Grantee 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 Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

13. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the “FDIC”) insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. 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

- D. If the Grantee or Subgrantee 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.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

- A. The Grantee'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 Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

15. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee 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 Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee 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/or installed under this Agreement.

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

17. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee 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 Grantee 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 Grantee.
- 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 Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing (formerly CFDA) number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an

actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.

7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

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

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

- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (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.

18. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (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 Grantee, 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 Grantee shall notify DHS in writing, within thirty (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 Grantee. 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 Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

19. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee 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 Grantee accesses to provide services under this Agreement.
- C. The Grantee 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 Grantee's compliance with the specifications of this Agreement.

- D. The Grantee 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 Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

20. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee 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 this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.

The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure 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 Grantee 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 Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and 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 Grantee 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 Grantee 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 Grantee to cure if the Grantee:
 - 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, thirty (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 Grantee;
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. Grantee performance threatens the health or safety of a state employee or state customer.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee 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 Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee 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 thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee 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 Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee 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 Grantee's Grant 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 Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (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 thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date

of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

23. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than 60 days after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

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

27. SEVERABILITY

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

28. ASSIGNMENT

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

29. ANTI-LOBBYING ACT

The Grantee 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 Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

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

30. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee 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 Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

31. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

32. MULTIPLE ORIGINALS

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

33. CAPTIONS

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

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

N/A

Match Requirements:

Funding percentages:

- a. Federal: 0%
- b. State: 100%
- c. Local/Other: 0%

35. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

36. SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

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

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

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBs.

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

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

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers no later than the 15th of the following month. For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov

ATTACHMENT A**Wisconsin TB Dispensary Program****Covered Clinical Services by Patient Type – Fiscal Year 2022**

NOTE: Any additional services that exceed allowed number of services MUST have a pre-authorization and are at the discretion of the Wisconsin TB program (WTBP) for reimbursement.

Type and amount of services covered by the WTBP (for the duration of treatment):			
Service	Active Tuberculosis (TB) Disease	Suspect or contact who is eventually ruled out	Latent TB Infection (LTBI)
Laboratory tests** (does not include blood collection)	Diagnostic IGRA - 2 Liver function* - 1 to 2 CBC w/ platelets - 1 HIV - 1 Serum creatinine - 1 Uric acid - 1 A1C - 1 Alkaline Phosphate- 1	Diagnostic IGRA- 2 (1 at baseline, 1 at 8-10 weeks post-exposure) Liver function* - 1 HIV - 1	Diagnostic IGRA- 2 Liver function* - 2 CBC w/ platelets - 1 HIV - 1
Blood specimen collection (venipuncture)	≤ # of tests performed	≤ # of tests performed	≤ # of tests performed
Diagnostic tuberculin skin test (TST, includes placement & reading)	1	2 (1 at baseline, 1 at 8-10 weeks post-exposure)	1
Chest Imaging & interpretation (CT or 2-view chest X-ray recommended for diagnosis)	3	2	1
Medical evaluation by MD	4 total [1 new (diagnostic)] [3 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]
Sputum collection	Various***	3	3
DOT and Nurse Services Codes			
Directly Observed Therapy (DOT)****	Service code H0033 DOT/VDOT includes patient education and symptom check for adverse drug reactions.		
Symptom & Treatment Monitoring****	Service codes 99401-99404 (without DOT)		
Patient education/ Anticipatory guidance****	Service code S9445 (Without DOT)		
Travel for DOT****	Service code T0001 45 to 60 minutes per day, round trip		

* "Liver function" includes a single ALT, AST, or total bilirubin; if more than one liver function test is performed, please use hepatic function panel [service code 80076], which includes all three tests. Hepatic function panel can be substituted with the combination of a complete metabolic panel and total bilirubin test.

** Whenever possible, use the fee-exempt testing (HIV and liver function test) performed by the Wisconsin State Laboratory of Hygiene (WSLH). Testing performed by laboratories other than WSLH will be covered at the Medicaid-allowable rate.

*** While the patient is still in isolation waiting for smears to become negative, only one sputum should be obtained weekly until the smear result is negative. After the initial negative sputum two more sputum samples should be collected to verify the negative result. Repeat this until all three sputum samples are smear negative. After all three have become negative, continue to collect a set of three sputum samples each month until the patient completes treatment, achieves culture conversion, or can no longer produce sputum.

**** See back of this form for details on use of these codes.

Use of Directly Observed Therapy (DOT) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

General

- DOT services intrinsically include patient education, anticipatory guidance and symptom/treatment monitoring. Therefore, the “Directly Observed Therapy (H0033)” service code should not be billed concurrently with the “Patient education/Anticipatory guidance (S9445)” or “Symptom & Treatment Monitoring (99401-99404)” codes.
 - As in previous years, service codes for “Patient education/Anticipatory guidance” and “Symptom & Treatment Monitoring” should not be billed together on the same day.
 - To bill DOT and “Patient education/Anticipatory guidance” or “Symptom & Treatment Monitoring” in the same day, the services would need to occur at different times of the day (e.g., the patient receives DOT early in the day and later needs guidance on medication side effects).
- **DOT and Nurse Service Codes:** DOT intrinsically includes patient education, anticipatory guidance and symptom/treatment monitoring. Additionally, as in previous years, service codes for “Patient Education/Anticipatory Guidance (S9445)” and “Symptom & Treatment Monitoring (99401-99404)” should not be billed together on the same day. Therefore, the “Directly Observed Therapy (H0033)” service code should not be billed on the same day as “Patient education/Anticipatory guidance” or “Symptom & Treatment Monitoring”. **Use only one DOT or nurse service code per patient per day.**
- **Video DOT:** Please use the “Directly Observed Therapy (H0033)” service code for video DOT (VDOT). VDOT should be billed for no longer than 15 minutes per appointment.
- **DOT in Office or Clinic:** Please bill no more than 30 minutes for DOT performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by DOT).
- **Services in the Home:** For home visits, only 60 minutes of services (i.e., DOT, symptom/treatment monitoring, patient education/anticipatory guidance) may be billed per patient per day. The 60 minute cap does not include travel time, see below for travel code (T-0001) information.
- **Venipuncture:** Service codes H0033, S9445 and 99401-99404 should not be used for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

LHD Travel for DOT

- A new service code “Travel for DOT (T0001)” has been created for travel time ≥ 45 minutes (e.g., time in your car) associated with DOT and nurse services. This code is meant to be used in combination with the DOT, Patient education/Anticipatory guidance and Symptom & Treatment Monitoring codes. Reimbursed rates are shown below:

Service Code	Amount of travel time (round trip)	Reimbursement rate
T0001-45	45	\$28.20
T0001-60	60	\$37.60

- The travel service code (T0001) is intended for travel time (e.g., driving) of ≥ 45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.
- If travel time is ≥ 45 minutes (round trip), bill for travel time separately from time spent on DOT, Patient education/Anticipatory guidance or Symptom & Treatment Monitoring.



ATTACHMENT B Wisconsin TB Dispensary Program

City of Milwaukee Health Department

Tuberculosis (TB) Clinical Services Plan (CSP) FY2021 - 2022

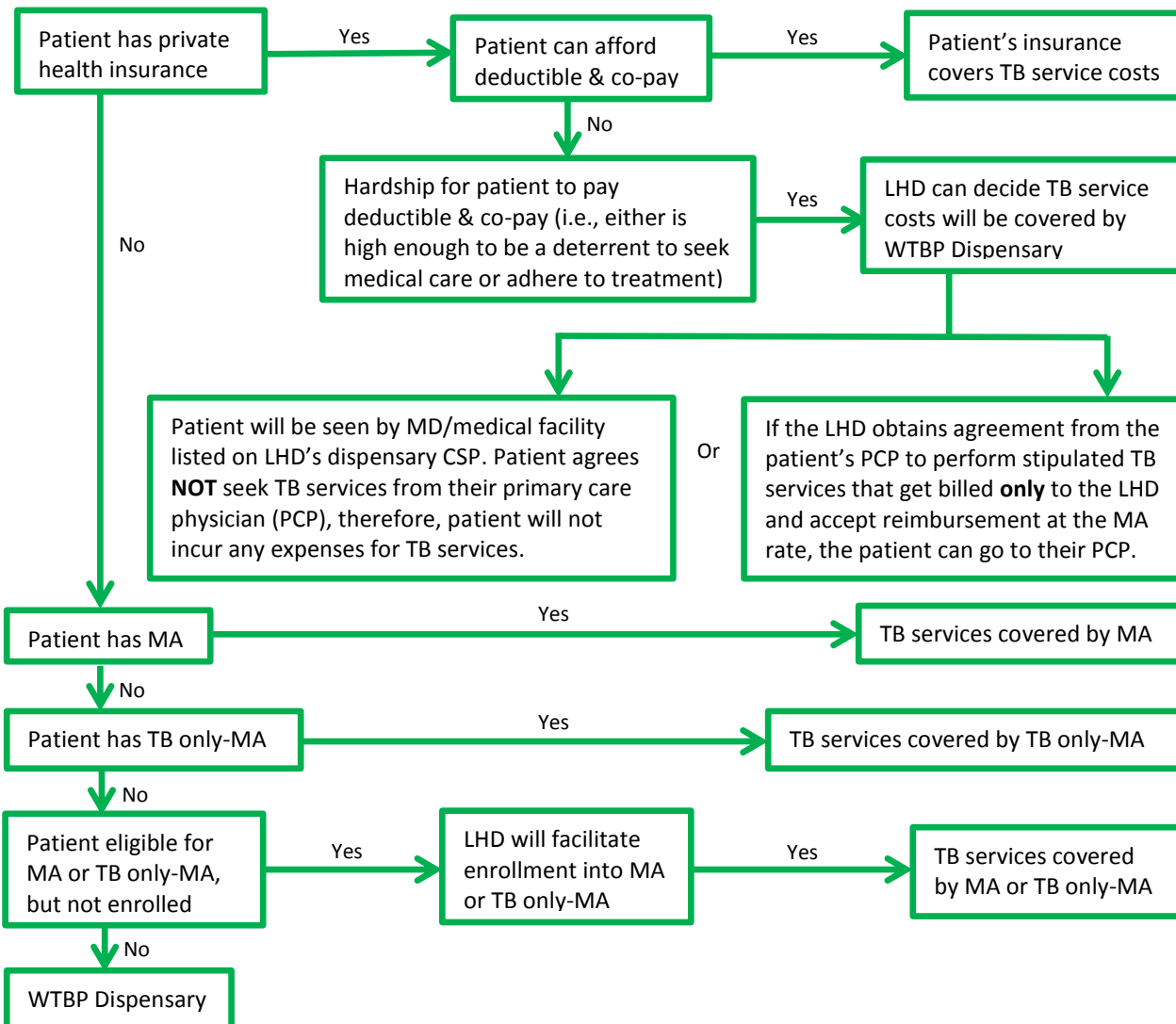
Purpose

The purpose of the Clinical Services Plan is to provide a framework for local health departments to describe and document clinical services that will be provided through the Wisconsin Tuberculosis (TB) Dispensary Program. To participate in the Wisconsin TB Dispensary Program, the local health department must agree to provide a financial assessment for each patient, identify populations that are at risk for tuberculosis within their jurisdiction, provide documentation of services provided or arranged and patient results, and provide or assure clinical assessments, diagnostic and follow-up testing and patient management as described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the services billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining dispensary eligibility for all TB patients



ATTACHMENT B Wisconsin TB Dispensary Program

Not Covered by the Wisconsin TB Dispensary Program

- **Persons with Private or Public Insurance**

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued.

- **Hospitalizations**

The TB Dispensary **cannot** pay for any hospitalizations. This includes emergency room and urgent care visits. If the patient is eligible for TB dispensary services, coverage will begin **after** discharge from hospital. Hospital costs are billed to the patient, the patient's insurance, or the facility absorbs the cost. If considering the patient for dispensary covered services, assess the patient for health insurance and dispensary eligibility, as outlined above, before patient is discharged.

- **Employee, Admission or Incarceration Testing**

Dispensary funds are **not applicable** for TB screening or testing done for employment, school, residential admittance, or incarceration. Facilities or persons requiring TB tests are obligated to bear the cost of those screenings.

- **TB Class B Status Refugees**

Refugees receive short-term health insurance called Refugee Medical Assistance (RMA) for the first eight months in the US. These individuals are not eligible for the Wisconsin TB Dispensary Program.

At-risk Persons

TB services are covered by the WTBP Dispensary for persons **at risk** of having TB infection or disease and insufficient, or no health insurance. Risk factors for TB infection in Wisconsin include the following:

- Birth, travel or residence in a country with high TB prevalence (includes any country other than the United States, Canada, Australia, New Zealand, or a country in western or northern Europe).
- Close contact to someone with infectious TB disease during lifetime, with priority to immune compromised individuals and children under the age of 5 years.
- Individuals with recent TB symptoms: persistent cough lasting three or more weeks and one or more of the following symptoms: coughing up blood, fever, chills, night sweats, unexplained weight loss or fatigue.
- Current or planned immunosuppression including receipt of an organ transplant, treatment with a TNF-alpha antagonist (e.g., infliximab, etanercept, or other), chronic steroids (equivalent of prednisone ≥ 15 mg/day for ≤ 1 month), or other immunosuppressive medication in combination with a risk for infection
- Individuals who are likely to be infected and HIV-positive.
- Those who have been referred to the LHD after a positive TST or IGRA test, abnormal chest imaging consistent with TB disease or other medical condition(s) suggestive of active TB.

In addition to those listed above, individuals considered at "high risk" for TB within this jurisdiction include:

No additional high risk groups.

ATTACHMENT B

Wisconsin TB Dispensary Program

Documentation

Records of all TB services provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department dispensary. For reimbursement for TB-related medical services, LHDs shall use the TB Ordering and Billing Interface (TOBI).

The LHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management. All patients covered by the dispensary must have a TB-related incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

Clinical Assessments

All clients and patients referred or presenting themselves for TB services will be assessed according to local health department (LHD) policies, procedures and practices. Care provided, or arranged for, will be performed according to statutes, rules, guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements

The LHD must have established agreements with providers for clinical services to ensure that proper MA billing practices are in place. Services provided or arranged by the LHD should be documented in Table 1, below. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Providers understand and agree to provide services in a timely manner to patients with infectious TB, or those being evaluated for infectious TB using proper respiratory precautions.
- Providers understand and have agreed that they will be reimbursed at the MA rate.
- Providers understand and agree that services not listed on the service grid (*Attachment A*) must be pre-authorized by the WTBP Director or Nurse Consultant.
- Services provided without pre-authorization will not be reimbursed.

ATTACHMENT B
Wisconsin TB Dispensary Program

Table 1. Services Provided or Arranged by the Local Health Department

Type of services	Provider	Verbal or written
IGRA (interferon gamma release assay) testing or Tuberculin skin testing (TST)	City of Milwaukee Health Department	Verbal
Risk assessment and medical evaluation by physician or nurse	City of Milwaukee Health Department/ Dr. James Sanders	Written
Provider will prescribe drugs for treatment of TB and LTBI	Dr. James Sanders	Written
Chest Imaging: Chest X-ray (CXR) or computerized tomography (CT) scan	City of Milwaukee HD	Verbal
Sputum collection or induction for acid-fast bacilli smear and culture	City of Milwaukee HD	Verbal
Venipunctures for IGRA or other laboratory testing	City of Milwaukee HD	Written
Health care setting(s) that allow for evaluation and care of patients with potentially infectious TB, including airborne infection isolation rooms and respiratory precautions (for inpatient and outpatient settings).	City of Milwaukee HD	Written
Directly Observed Therapy (DOT) for active tuberculosis disease and the isoniazid and rifapentine (3HP) regimen for latent TB infection. DOT includes patient education and symptom check for adverse drug reactions.	City of Milwaukee HD	Verbal
TB contact investigations	City of Milwaukee HD	Verbal
Optional - Other service (describe):		
Optional - Other service (describe):		
Optional - Other service (describe):		



ATTACHMENT C
Wisconsin Tuberculosis Dispensary Program
CPT Codes and Reimbursement Rates for Allowable Clinical Services,
Directly Observed Therapy (DOT) and Nurse Service Codes, Fiscal year 2022

NOTE: Please see Attachment A for allowed number of services; any additional services require pre-authorization and are at the discretion of the WI TB Program for reimbursement. TB Program rates may change subject to Medicaid rates throughout the year.

Service code	Service	Dispensary definitions for billing (may not apply to MA billing)	Charge
36415	Blood collection, venous by venipuncture	For IGRA, LFT, HIV, HA1C, serum creatinine, and uric acid	\$3.88
71046	X-Ray Exam, Chest, 2 Views (use code series 71045 for one view X-Ray)	Imaging and interpretation; the CDC and WI TB program recommend a two-view X-Ray (rather than a one-view X-Ray) for proper diagnostic purposes	\$23.52
71046-PC	X-Ray Exam, Chest, 2 Views - interpretation only	Professional interpretation only	\$8.53
71046-TC	X-Ray Exam, Chest, 2 Views - technical only	Imaging only	\$14.98
71270	Chest CT scan	Includes with and w/o dye (71270-TC & 71270-PC also available)	\$329.48
85025	CBC with automated differential	Does not include blood draw	\$7.77
80076	Hepatic function panel	Use this code if requesting any amount more than one liver function test	\$8.17
84450**	AST	Part of "Liver Function" test - does not include blood draw	\$5.18
84460**	ALT	Part of "Liver Function" test - does not include blood draw	\$5.30
82247	Total bilirubin	Part of "Liver Function" test - does not include blood draw	\$5.02
82565	Serum creatinine	Does not include blood draw	\$5.12
84550	Uric acid	Does not include blood draw	\$4.52
83036	HA1C	Does not include blood draw	\$9.71
86480	IGRA: Quantiferon™	Does not include blood draw	\$61.98
86481	IGRA: T-Spot™ (through Oxford Lab)	Does not include blood draw	\$87.22
86580	TB skin test	Placement and reading = one service	\$6.13
86703**	HIV-1 AND HIV-2 antibody assay	Does not include blood draw	\$13.71
89220	Sputum induction, with aerosol		\$14.40
TB101	Sputum obtained in home or clinic by staff	Week day drop-off/pick-up = one service Drop-off Friday/pick-up Monday = one service	\$10.82
43755*	Gastric aspirate	For children; pre-authorization is required for adults	\$37.30
99204	Office visit with MD, new patient	Diagnostic TB evaluation with provider	\$75.53
99214	Office visit with MD, established patient	For follow-up visit with provider after initial TB evaluation appointment	\$45.45
84311*	Adenosine deaminase	Pre-authorization is required <i>unless</i> pleural TB is diagnosed	\$8.10
62270*	CSF	Pre-authorization is required <i>unless</i> TB meningitis is suspected	\$53.36
Public health nurse services limited to 60 minutes per day cumulative			
H0033	DOT H0033-15 (use for VDOT also-15 min only)	Directly observed therapy (DOT) and video DOT (15 min only): DOT/VDOT includes observing patient while they are taking their medication(s), patient education and symptom check for adverse drug reactions. Must be performed by RN or trained DOT worker who is health department employee.	\$9.40
	DOT H0033-30		\$18.80
	DOT H0033-45		\$28.20
	DOT H0033-60		\$37.60
99401-04***	Symptom/treatment monitoring 15 min - 99401	Visits for symptom/side effects review, monitoring adherence to treatment program, clinical assessment of TB or collecting a history of treatment for TB disease or LTBI. May not be combined with DOT or patient education/anticipatory guidance codes.	\$9.48
	Symptom/treatment monitoring 30 min - 99402		\$18.96
	Symptom/treatment monitoring 45 min - 99403		\$28.44
	Symptom/treatment monitoring 60 min - 99404		\$37.92
S9445***	Patient education/anticipatory guidance - S9445-15	Visits to encourage adherence, talk about TB disease or LTBI, diagnostic testing, treatment options, benefits of adherence to treatment and/or follow-up care. May not be combined with DOT or symptom/treatment monitoring codes.	\$9.48
	Patient education/anticipatory guidance - S9445-30		\$18.97
	Patient education/anticipatory guidance - S9445-45		\$28.46
	Patient education/anticipatory guidance - S9445-60		\$37.95
T-0001***	Travel for DOT 45 min- T0001-45	Travel time (round trip) ≥ 45 minutes for the purpose of DOT	\$28.20
	Travel for DOT 60 min- T0001-60		\$37.60

*Pre-authorization must be obtained from the Wisconsin TB Program for any services to be reimbursed, unless otherwise noted.

**Whenever possible, use the fee-exempt testing done by the Wisconsin State Laboratory of Hygiene (WSLH). Testing done other than at the WSLH will be covered at the MA-allowable rate.

***Please see Attachment A for further guidance on use of DOT (H0033), Symptom/treatment monitoring (99401-99404), Patient education/anticipatory guidance (S9445), and Travel for DOT (T-0001) codes.

Use of Directly Observed Therapy (DOT) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

General

- DOT services intrinsically include patient education, anticipatory guidance and symptom/treatment monitoring. Therefore, the “Directly Observed Therapy (H0033)” service code should not be billed concurrently with the “Patient education/Anticipatory guidance (S9445)” or “Symptom & Treatment Monitoring (99401-99404)” codes.
- **Video DOT:** Please use the “Directly Observed Therapy (H0033)” service code for video DOT (VDOT). VDOT should be billed for no longer than 15 minutes per appointment.
- Please bill no more than 30 minutes for DOT performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by DOT).
- For home visits, only 60 minutes of services (i.e., DOT, symptom/treatment monitoring, patient education/anticipatory guidance) may be billed per patient per day. The 60 minute cap does not include travel time, see below for travel code (T-0001) information.
- As in previous years, service codes for “Patient education/Anticipatory guidance (S9445)” and “Symptom & Treatment Monitoring (99401-99404)” should not be billed together on the same day.
- Service codes H0033, S9445 and 99401-99404 should not be billed for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

LHD Travel for DOT

- A new service code “Travel for DOT (T0001)” has been created for travel time \geq 45 minutes (e.g., time in your car) associated with DOT and nurse services. This code is meant to be used in combination with the DOT, Patient education/Anticipatory guidance and Symptom & Treatment Monitoring codes. Reimbursed rates are shown below:

Service Code	Amount of travel time (round trip)	Reimbursement rate
DOT T0001-45	45	\$28.20
DOT T0001-60	60	\$37.60

- Bill for time spent on DOT, Patient education/Anticipatory guidance and Symptom & Treatment Monitoring separate from time spent for travel.
- The travel service code (T0001) is intended for travel time (e.g., driving) of \geq 45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.

ATTACHMENT D
Wisconsin TB Dispensary Program
 City of Milwaukee Health Department
Tuberculosis (TB) Pharmacy Services Plan
FY22

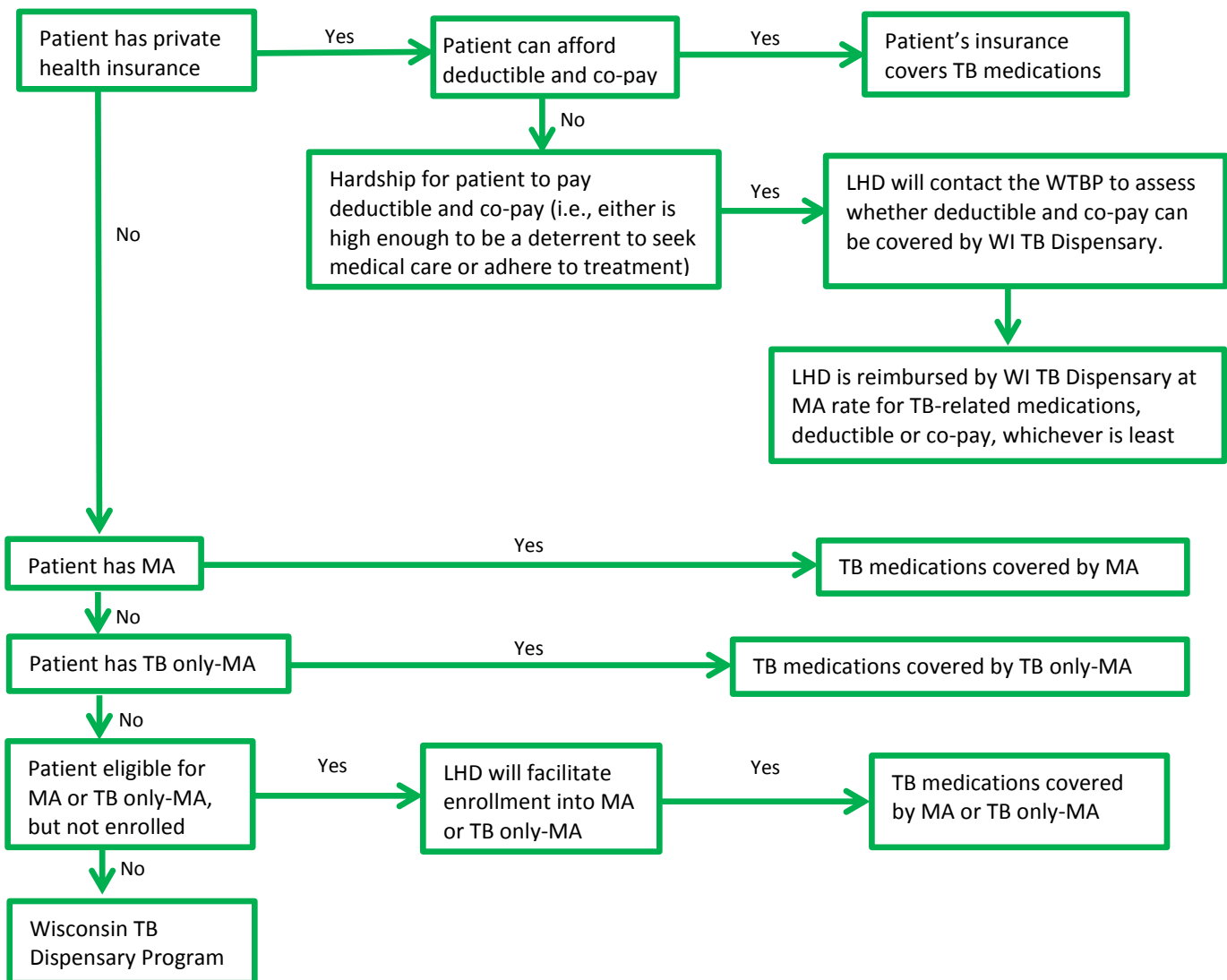
Purpose

If the LHD is not using the Wisconsin TB Dispensary default pharmacy, the LHD will pay for pharmacy services up front. The LHD must complete this Pharmacy Services Plan annually to be reimbursed for TB-related medications. To participate in the Wisconsin TB Dispensary Program, the local health department (LHD) must agree to provide a financial assessment for each patient. LHDs must make agreements with pharmacies for provision of medications for treatment of TB and latent tuberculosis infection (LTBI) described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the medications billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining Wisconsin TB Dispensary Program Eligibility for Patients



ATTACHMENT D

Wisconsin TB Dispensary Program

Covered Medications

The Wisconsin TB Dispensary covers the following antituberculosis medications:

- Isoniazid
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Pyrazinamide
- Ethambutol (Myambutol)
- Rifater and Rifamate® (combination)

The following second line antituberculosis drugs for drug-resistant tuberculosis are also covered:

- Amikacin
- Capreomycin (Capastat®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Rifabutin
- Streptomycin
- Bedaquiline (Sirturo®)
- Pretomanid

Custom compound prescription drugs, including pediatric formulations, are also covered.

Dispensing and shipping fees are also covered.

Under special circumstances, payment authorization is occasionally given for medications not listed above. Such authorization must be obtained in advance from the WTBP.

The following medications may also be covered **with prior authorization** from the WTBP:

- Anti-nausea prescription medications while taking TB medications.
- Vitamin B6 (pyridoxine) when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months, 600 IU (15 mcg) for children and adults.
- Nutritional supplements such as Ensure®.

Ordering, Receiving and Billing for Medications

- Requests for medication may be placed using the Tuberculosis Disease Initial Request for Medication ([F-44000](#)), Tuberculosis Infection Initial Request for Medication ([F-00905](#)), or Medication Refill Request ([F-44126](#)) forms. These forms are available on the WTBP website. Upload the completed form to WEDSS or fax the form to WTBP.
- Instructions for ordering medications for active TB disease or LTBI can be found here:

ATTACHMENT D

Wisconsin TB Dispensary Program

- [Ordering Active Tuberculosis Medications through the Wisconsin TB Dispensary Program](#) (P-02404A)
 - [Ordering Latent Tuberculosis Infection Medications through the Wisconsin TB Dispensary Program](#) (P-02404)
- The pharmacy must fill with generic medications if available.
 - The exception is if the brand-name medication is less expensive than the generic.
 - If the least expensive medication option is not currently available, the pharmacy may fill a maximum 30-day supply using the more expensive option.
 - The pharmacy must deliver medications to the LHDs or health care provider, not directly to the patient.
 - The pharmacy must bill any prescription insurance first. The WI TB Dispensary Program will then cover any out-of-pocket costs, up to the Medicaid rate for that drug.
 - The pharmacy must bill the LHDs for TB-related drugs at the Medicaid rate.

Information about Medications (for Patients)

Drug information and instructions for patients will accompany any medications from Aurora Pharmacy. This information is available in English (default), Spanish and other languages. Please inquire at WTBP if your patient needs drug information in a language other than English.

Documentation

Records of all TB medications provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department. For reimbursement for TB-related medications, LHDs shall use the TB Ordering and Billing Interface (TOBI).

All patients covered by the WI TB Dispensary Program must have a TB-related incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class a or B
- Tuberculosis, latent infection
- Contact investigations

Forms for Documentation of Treatment

The final results of TB or LTBI treatment should be documented so the patient and future health care providers have a permanent record of this treatment. Both WEDSS and the following forms can be used for documentation:

- [Active TB Disease Follow-up Report form \(F-02474\)](#)
- [Latent Tuberculosis Infection \(LTBI\) Follow-up Report \(F-44125\)](#)

Instructions for Documenting LTBI in WEDSS

Instructions for documenting LTBI in WEDSS can be found here: [P-02426: Documenting LTBI in WEDSS](#)

Provision of Medications for the treatment of active TB or latent TB infection (LTBI)

The pharmacy will dispense TB-related medications to clinics or local health departments (LHDs) as authorized by the WTBP. Treatment regimens and administration of drugs will follow guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements with Pharmacies other than the default Wisconsin TB Dispensary Program Pharmacy

The LHD understands that they will pay for pharmacy services up front. The LHD must have established agreements with pharmacies to ensure that proper MA billing practices are in place. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

ATTACHMENT D
Wisconsin TB Dispensary Program

- Pharmacies understand and have agreed that they will bill the LHD and be reimbursed at the MA rate.
- Pharmacies and providers understand and agree that all medications that will ultimately be paid for by the WI TB Dispensary Program (see Attachment E) must be approved by WTBP.
- Medications provided without approval from WTBP will not be reimbursed.

Table 1.

Type of services	Provider	Verbal or written agreement
Provision, dispensing, and delivery of medications for the treatment of active TB disease		
Provision, dispensing, and delivery of medications for the treatment of latent TB infection (LTBI)		



ATTACHMENT E**Wisconsin Tuberculosis Dispensary Program****NDC Numbers and reimbursement rates for TB medications for Fiscal year 2022**

NDC Number	Description	Package Quantity	Maximum Reimbursement Rate*
16714004112	Allopurinol 100 mg tablet	1000	\$62.07
54879000201	Ethambutol HCL 400 mg tablet	100	\$65.68
00555006602	Isoniazid 100 mg tablet	100	\$11.78
00555007101	Isoniazid 300 mg tablet	30	\$5.05
00555007102	Isoniazid 300 mg tablet	100	\$16.85
50458092550	Levaquin 500 mg tablet (no Medicaid rate)	50	\$1,501.77
50458093020	Levaquin 750 mg tablet (no Medicaid rate)	20	\$1,124.84
55111028050	Levofloxacin 500 mg tablet	50	\$9.24
65862053820	Levofloxacin 750 mg tablet	20	\$7.51
67877041920	Linezolid 600 mg tablet	20	\$33.00
24979004113	Megestrol 625 MG/5 ML suspension	150	\$271.88
00093220401	Metoclopramide 5 mg tablet	100	\$4.32
00093220301	Metoclopramide 10 mg tablet	100	\$3.72
65862060330	Moxifloxacin HCL 400 mg tablet	30	\$44.95
68850001201	Myambutol (Ethambutol) 400 mg tablet	100	\$78.00
00013530117	Mycobutin 150 mg capsule	100	\$1926.18
60505006500	Omeprazole DR 20 mg capsule	30	\$1.20
68462015713	Ondansetron ODT 4 mg tablet	30	\$7.01
49938010704	PASER granules 4 gm packet	30	\$200.00
00087040203	Poly-vi-sol drops	50	\$7.13
00143973910	Prednisone 10 mg tablet (no Medicaid rate)	1000	\$93.93
00088210224	Priftin (rifapentine) 150 mg tablet	24	\$96.95
61748001201	Pyrazinamide 500 mg tablet	100	\$492.40
59762135001	Rifabutin 150 mg capsule	100	\$1,399.54
00068051030	Rifadin (rifampin) 150 mg capsule (no Medicaid rate)	30	\$97.64
00068050860	Rifadin (rifampin) 300 mg capsule (no Medicaid rate)	60	\$276.58
00068059701	Rifadin IV 600 mg vial	1	\$178.56
00068050960	Rifamate® (rifampin + isoniazid) capsule (no Medicaid rate)	60	\$318.65
00527139301	Rifampin 150 mg capsule	100	\$94.50
61748001530	Rifampin 150 mg capsule	30	\$28.35
00527131501	Rifampin 300 mg capsule	100	\$67.77
00527131530	Rifampin 300 mg capsule	30	\$20.33
00185079960	Rifampin 300 mg capsule	60	\$40.66
00088057641	Rifater® (rifampin + isoniazid + pyrazinamide) tablet (no Medicaid rate)	60	\$235.83
00904053060	Tab-A-Vite tablet	100	\$1.70
00904053080	Tab-A-Vite tablet	1000	\$11.49
00904053160	Tab-a-vite with iron tablet	100	\$1.75
00008411701	Treacator 250 mg tablet	100	\$554.96
00009513601	Zyvox 100 mg/5 ml suspension (linezolid)	150	\$672.45
00009513803	Zyvox 600 mg tablet (linezolid)	30	\$185.89

ATTACHMENT E

Wisconsin Tuberculosis Drug Reimbursement Program

*** This list is not comprehensive. Multiple manufacturers make each of these drugs. Only one example is listed for each dosage. Medication rates are subject to change; please verify on the Forward Health website prior to billing.**

The Wisconsin TB Dispensary Program's first line of anti-tuberculosis medications are as follows:

- Ethambutol (Myambutol)
- Isoniazid
- Pyrazinamide
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Rifater and Rifamate® (combination)

The following are second-line anti-tuberculosis drugs:

- Amikacin
- Allopurinol
- Bedaquiline (Sirturo®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Pretomanid
- Streptomycin

Also covered by the Wisconsin TB Dispensary Program:

- Custom compound prescription drugs, including pediatric formulations
- Dispensing and shipping fees

Medications Requiring Pre-Authorization

Under special circumstances, payment authorization may be given for medications not listed above. Such authorization must be obtained in advance from the Wisconsin TB Program. The following medications may be covered with prior authorization from the Wisconsin TB Program:

- Anti-nausea prescription medications (while taking active TB medications).
- Vitamin B6 (pyridoxine), when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months or 600 IU (15 mcg) for children and adults; **only** upon recommendation from the TB Program
- Nutritional supplement such as Ensure®; **only** upon recommendation from the TB Program.

ATTACHMENT F

Wisconsin Tuberculosis Dispensary Program Policy and Procedures

Introduction

The primary purpose of the Wisconsin Tuberculosis (TB) Dispensary is to ensure that all persons in Wisconsin with suspected or confirmed tuberculosis infection or disease can receive appropriate evaluation, treatment, and monitoring, regardless of insurance availability.

Wisconsin's TB Dispensary uses state tax revenue funds to reimburse local health departments (LHDs) for medical management of patients with active TB, patients being evaluated for TB, patients with latent TB infection (LTBI), and patients exposed to TB. The word "dispensary," as it is used here, is a legislative term referring to the mechanism by which LHDs are reimbursed for the management of TB patients. The traditional use of the word (i.e., the pharmaceutical dispensing of medicines or medical supplies) does not apply. Wisconsin's TB Dispensary includes reimbursement for clinical services and medications necessary for the diagnosis, treatment, and prevention of TB.

Wisconsin's TB Dispensary must be the LAST payer after all other potential sources have been billed. The payer order is:

- Private insurance
- Public insurance: Medicare, Medicaid (MA), Refugee MA, and Tuberculosis-Related Medicaid (known as TB Only MA)
- Wisconsin TB Dispensary

Policy

LHDs or combinations of two or more health departments that are "in good standing," as determined by their overall health department review process under Wis. Admin. Code § DHS 140, may request certification as a dispensary for TB clinical services and/or TB pharmacy services. This will enable the LHD to submit bills and to be reimbursed for specific procedures and/or medications for eligible persons with TB disease, LTBI, or persons being evaluated for TB disease or LTBI.

The Wisconsin Tuberculosis Program (WTBP) will provide consultation, guidance, and review of LHD TB programs, policies, procedures, and clinical practices to ensure that they are in compliance with Wisconsin statutes, administrative codes and established standards of practice, particularly those outlined in Wis. Stat. § 252.10: <http://docs.legis.wi.gov/statutes/statutes/252/10/1>.

To participate in the Wisconsin TB Dispensary, LHDs must ensure that all services provided, or arranged for, are consistent with the Centers for Disease Control and Prevention (CDC) and WTBP guidelines and clinical standards of practice for TB control and elimination. LHDs must ensure these services are provided in keeping with goals for the elimination of TB in Wisconsin. **If such guidelines or standards of practice are not followed, dispensary funds may be withheld, suspended, or revoked per Wis. Admin. Code § DHS 145.12 (1):**

https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

One service for which the Wisconsin TB Dispensary was particularly developed is to ensure that directly observed therapy (DOT) is provided as appropriate for all persons with active TB disease or LTBI, as recommended by the WTBP and national guidelines. The availability of reimbursement to LHDs for DOT is meant to ensure that this service will be provided as recommended.

To participate in the Wisconsin TB Dispensary, the LHD must create and submit clinical and/or pharmacy services plan(s), as well as sign the annual contract. The contract with WTBP enables the LHD to bill the WTBP for covered TB-related clinical services and TB-related medications. TB clinical services and medications are specific and limited by Wis. Admin. Code § DHS 145.12 (1):

https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

As determined by Wisconsin Administrative Code, services and medications are reimbursed at the MA rate; however, the Wisconsin TB Dispensary is not an MA program. Reimbursable services and medications are listed in *Attachments A, C, and E*.

Procedure

Initial Request

LHDs are encouraged to participate in the Wisconsin TB Dispensary. LHDs have the option of participating in the Wisconsin TB Dispensary by providing clinical services, pharmacy services, or both.

The following conditions must be met to participate:

- The LHD must be “in good standing” in relation to the latest public health department review.
- The LHD must have established agreements with providers (for clinical services) and/or pharmacies (for pharmacy services) to ensure that there are proper MA billing practices in place.
- It is the responsibility of the LHD to evaluate patients’ health insurance status to determine if they have private insurance or qualify for MA or TB Only MA, as well as to assist a qualifying TB patient in applying for MA services. Local economic assistance agencies are most knowledgeable about qualification for and enrollment in state and federal health care programs. **The WTBP is not able to check eligibility or enroll patients.**
- The LHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management.
- For reimbursement to LHDs for TB-related medical services and/or medications, LHDs shall use the TB Ordering and Billing Interface (TOBI).

Information

The WTBP will provide information to LHDs interested in participating in the Wisconsin TB Dispensary.

Information provided shall include:

- Wis. Admin. Code §§ DHS 145.12 and 145.13:
https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/
- Allowable clinical services and medications
- Clinical and/or pharmacy services plans
- Department of Health Services (DHS) general contract
- Billing instructions for reimbursement

Consultation and Review

LHDs that participate in the Wisconsin TB Dispensary will coordinate services with local providers, educate the community on the prevention of tuberculosis, and consult with the WTBP on all persons being evaluated for TB, patients with active TB disease, and, as warranted, on people with LTBI or who are contacts to an active case.

WTBP review will ensure that the health department has up-to-date resources readily available for staff’s access, and that policy, procedures, and clinical practices are consistent with:

- State and federal regulatory requirements
- CDC standards and protocols for treatment
- Official statements from the American Thoracic Society and the American Academy of Pediatrics
- Directives from the State of Wisconsin epidemiologist
- WTBP Guidelines, Division of Public Health Directives, and current established clinical standards of practice, especially those identified by DHS 145.12
https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12

Required for Participation in the Wisconsin TB Dispensary

To participate in the Wisconsin TB Dispensary, Wis. Admin. Code § DHS 145.12 requires that the LHD be able to provide or ensure provision of clinical services (see Attachment B) and pharmacy services (see Attachment D). All provisions will be reviewed and the delivery of TB services will be monitored by WTBP staff.

Clinical Services Plan (CSP)

A CSP ensures the provision for tuberculosis prevention and control at the local level. The LHD should focus on identification of active TB disease in high-risk groups and early identification and treatment of LTBI, particularly close and high-risk contacts, children, and any person who is immunosuppressed. The plan consists of five elements:

1. Financial assessment (see CSP template, *Attachment B* for eligibility determination guidance)
 - Private insurance
 - Medicaid or Medicare
 - TB Only MA
2. Identification of high-risk persons
 - Population or medical risk factors
 - Risk specific to Wisconsin
 - Risk specific to the LHD jurisdiction
3. Documentation of patient management in WEDSS
 - Services provided by LHD
 - Services provided by health care provider
4. Clinical Assessments and Services
 - IGRA (preferred) or TST
 - Risk assessment and medical evaluation
 - Prescription of drugs for treatment of TB and LTBI
 - Chest imaging: chest X-ray (CXR) or computed tomography (CT)
 - Sputum collection or induction for acid-fast bacilli smear and culture
 - Venipuncture for IGRA or other laboratory testing
 - Health care setting with airborne infection isolation and respiratory precautions
 - Directly observed therapy
 - Contact investigations
5. Provider Agreements
 - Written (preferred) or verbal agreement(s) with local provider(s)
 - Types of services that the provider will offer
 - Provider acceptance of MA rate for reimbursement

A CSP should be submitted annually with the contract. A CSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the CSP should be updated to match the contract, and both the CSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the CSP must specifically identify the providers with whom the LHD has agreements for the patient services to be provided. A template of the CSP can be found in *Attachment B* and may be customized for an individual LHD.

Pharmacy Services Plan (PSP)

A PSP ensures treatment of active TB disease and LTBI. The plan consists of four elements:

1. Provision of medications for the treatment of active TB disease or LTBI (see PSP template, *Attachment D*).
2. Financial assessment (see PSP template, *Attachment D*) for eligibility determination guidance
 - Private insurance
 - Medicaid or Medicare
 - TB Only MA
3. Documentation of patient management in WEDSS

- Date therapy started
 - Initial drug regimen
 - Changes in drug regimen
 - Date therapy stopped
 - Reason therapy stopped
 - DOT (travel time included)
4. Provider Agreements
- Written agreement(s) with pharmacy
 - Types of services that the pharmacy will offer
 - Pharmacy acceptance of MA rate for reimbursement

A PSP should be submitted annually with the contract. A PSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the PSP should be updated to match the contract, and both the PSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the PSP must specifically identify the pharmacies with whom the LHD has agreements for the patient services to be provided. A template of the PSP can be found in *Attachment D* and may be customized for individual LHDs.

Budget

WTBP will provide a sum sufficient to cover expenses for identification, treatment and management of active TB disease and LTBI. Each fiscal year begins on July 1 and ends on June 30. All reimbursements from the Wisconsin TB Dispensary are based on the availability of state tax revenue funds.

Contract

State contracts are sent electronically through the DocuSign platform. Upon receipt and review of the contract by the appropriate LHD authorities, the contract should be signed electronically and returned via DocuSign. Attachment B must be completed and returned within DocuSign, completion of Attachment D is optional. The contract will be signed by the State of Wisconsin Division of Public Health Administrator. An electronic copy of the signed contract will be sent to the LHD and the WI TB Program. The contract is effective from July 1 through June 30 for the given fiscal year and governs the provision and reimbursement of dispensary services. A renewal contract will be emailed to the LHD each spring.

Questions about the contract or CSP should be directed to:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)

DHSWITBProgram@dhs.wisconsin.gov (Email)

Certification Review

Certifications will be reviewed at least every five years and will be achieved through evidence from continuing Wis. Admin. Code § DHS 140 reviews and continued monitoring of care delivered to all TB patients. Communication between the health department and the WTBP will be ongoing regarding clinical care.

Reimbursement

All patients covered by the Wisconsin TB Dispensary must have a TB-related incident number in WEDSS. Invoices must be submitted within 60 days of the end of the state fiscal year (June 30) to assure reimbursement. Reimbursement is at the MA rate. A grid outlining the frequency of services allowed by type of patient can be found in *Attachment A*. A list of CPT codes and reimbursement rates for services and medications can be found in *Attachments C and E*, please note that these rates are subject to change at any time. Certain non-routine services may be reimbursable at the MA rate, but **must be preauthorized** by the Wisconsin TB Program and documented in the patient's WEDSS file.

Invoicing Using the TB Ordering and Billing Interface (TOBI)

The following are needed to enter invoicing information into TOBI:

- Patient name
- Patient WEDSS Incident ID

For medical services:

- Date of service
- Service code and description
- Amount billed

For medications:

- Date prescription filled
- National Drug Code (NDC) and description
- Quantity and prescription Number
- Amount billed

Services and medications not listed on *Attachment C or E* are considered non-routine and must be preauthorized. A fillable form to request preauthorization is provided electronically in TOBI.

For questions regarding the billing process, contact:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)

DHSWITBProgram@dhs.wisconsin.gov (Email)

ATTACHMENT G

Wisconsin TB Dispensary Program

Payment Details FY2022

Invoicing

Invoices presented for payment must be submitted in accordance with instructions contained in Attachments A - F and submitted through the Tuberculosis Ordering and Billing Interface (TOBI).

Sum Sufficient

DHS will pay for services provided by Grantee in accordance with the terms and conditions of this Agreement and Attachments in a sum sufficient to cover approved expenses based on case load and available funding. The amount of funding available is anticipated to be similar to the amount awarded in FY2021. This amount is contingent upon receipt of sufficient funds by DHS.



DEPARTMENT OF HEALTH SERVICESDivision of Enterprise Services
F-01788 (05/2017)**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 and <https://acquisition.gov/far/index.html> (see section 52.209-6).

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
DocuSigned by: <i>Kirsten Johnson</i>		9/1/2021
For (Name of Vendor) City of Milwaukee Health Department	DUNS Number (Dun & Bradstreet, if applicable) 933451668	

INTERNAL USE ONLY

Contract #:

Contract Description:

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

SIGNATURE – Contract Administrator

Date Signed

Certificate Of Completion

Envelope Id: B42122EB94014D229392043DB1A70DB6	Status: Completed
Subject: DHS - Milwaukee City Health Department - TB Dispensary Program - 435100-G22-TBDISPENSE-45	
Source Envelope:	
Document Pages: 41	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Matt Christensen
Time Zone: (UTC-06:00) Central Time (US & Canada)	1 West Wilson St.
	Madison, WI 53703
	Matthew.Christensen@dhs.wisconsin.gov
	IP Address: 165.189.255.23

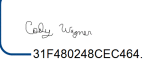
Record Tracking

Status: Original	Holder: Matt Christensen	Location: DocuSign
8/2/2021 12:45:17 PM	Matthew.Christensen@dhs.wisconsin.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	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 (None)

Signature


DocuSigned by:

 31F480248CEC464...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 165.189.255.23

Timestamp

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 Viewed: 8/4/2021 12:01:06 PM
 Signed: 8/4/2021 12:11:09 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kirsten Johnson
 krjohns@milwaukee.gov
 Commissioner of Health
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Using IP Address: 216.54.131.133

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Electronic Record and Signature Disclosure:
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 ID: b24f66cb-c6d3-443c-af48-1ce9c28cad73

Chuck Warzecha
 Charles.Warzecha@dhs.wisconsin.gov
 DPH Deputy Administrator
 Wisconsin Department of Health Services
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Pat Heger patricia.heger@dhs.wisconsin.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/2/2021 12:47:15 PM Viewed: 9/2/2021 1:16:20 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/2/2021 7:29:05 AM
Completed	Security Checked	9/2/2021 7:29:05 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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.

Withdrawing your consent

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: DHSCoordinate@dhhs.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 DHSCoordinate@dhhs.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 DHSCoordinate@dhhs.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 DHSContractCentral@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.