

DSAW POLICIES

Updated 12/15/2020

EQUAL OPPORTUNITY POLICY

The Down Syndrome Association of Wisconsin is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery. These include any and all applicable Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; the Americans with Disabilities Act (ADA) of 1990; and the Wisconsin Fair Employment Act.

EMPLOYMENT – AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of DSAW that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above-named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of DSAW that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above-named characteristics.

DSAW complies with the law regarding reasonable accommodation for the handicapped and disabled. It is the policy of DSAW to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA), as amended, and any other applicable state or federal law. DSAW will not discriminate against any supported family or member with respect to any terms, privileges, or conditions because of a person's physical or mental disability. DSAW will also make reasonable accommodation wherever necessary for all supported families, members, volunteers, board members and guests with disabilities, provided that the individual meets all other requirements, and provided that any accommodations made do not impose an undue hardship on DSAW. DSAW is not directly able to provide personal care and DSAW encourages individuals to bring their trained care workers to support their personal care needs.

All officials and employees of DSAW are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, Abbey Nicholas has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms. Nicholas. Ms. Nicholas may be reached during weekdays at (414) 327-3729 x102 or abbey@dsaw.org.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan, including the process by which discrimination complaints may be heard and resolved, is available upon request.

HARASSMENT POLICY

Scope: These standards apply to all DSAW personnel, board members, and volunteers.

Guiding Principle: DSAW personnel and volunteers must not engage in physical, psychological, written, or verbal harassment of other DSAW personnel, volunteers, clients or others, and must not tolerate such harassment by other DSAW personnel or volunteers.

1. “Harassment” encompasses a broad range of physical, written, or verbal behavior, including without limitation the following:
 - a. Physical or mental abuse;
 - b. Racial insults;
 - c. Derogatory ethnic slurs;
 - d. Unwelcome sexual advances or touching;
 - e. Sexual comments or sexual jokes;
 - f. Display of offensive materials;
 - g. Requests for sexual favors used as a condition of employment, or to effect other personnel decisions, such as promotion or compensation.
2. The concept of “harassment” can include the concept of “bullying” and the two overlap. It is not the intention of the Standards of Conduct to exclude actions regarded as “bullying” by using the word “harassment;” bullying involves harassment.
3. Harassment can be a single severe incident or a persistent pattern of behavior where the purpose or the effect is to create a hostile, offensive, or intimidating work environment.
4. DSAW personnel and volunteers should provide and/or contribute to a professional work environment that is free from physical, psychological, written, or verbal intimidation or harassment.
5. DSAW personnel and volunteers must never intentionally post on their personal social networking site or to any social networking site materials that are false, derogatory, defamatory, degrading, malicious, disrespectful, or threatening to anyone.
6. Allegations of harassment should be taken seriously and reported immediately to a direct supervisor, Director of Operations, Executive Director, or a member of the Board of Directors.

SEXUAL HARASSMENT POLICY

DSAW is committed to providing a work environment that is free of unlawful discrimination. In keeping with this objective, DSAW maintains a strict policy prohibiting unlawful harassment, including harassment based on any of the following categories: race, color, religion, sex, pregnancy, disability, national origin, ethnicity or ancestry, age, or any other protected category.

In particular, sexual harassment is defined as any unwelcome conduct that would not have occurred but for the employee's gender, including but not limited to sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that 1) has been made either explicitly or implicitly as a term or condition of an individual's employment or 2) is used as a basis for employment decisions such as promotions and benefits affecting such individual and other offensive behavior directed toward an employee because of or on account of his or her gender, which substantially interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

In addition to sexual harassment, DSAW also prohibits all forms of harassment on any basis prohibited by discrimination laws, such as race, religion, ethnicity, age, and disability. While it is not easy to define precisely what harassment is, it certainly includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, and other similar verbal, written, or physical conduct.

Any employee who believes he or she has been or is being harassed by a coworker, supervisor, or agent of DSAW should immediately report the facts of the incident(s) and names of the individuals involved to his or her supervisor or, in the alternative, to the human resources office, the Executive Director, or the board president. Employees who report harassment, in good faith, should not fear any reprisal (also, refer to whistleblower policy). All employees should also immediately report any incidents of harassment they witness to a management representative.

After a report of harassment is received, an investigation by management will be undertaken promptly. Any supervisor, agent, or other employee who has been found by DSAW, after investigation, to have harassed another employee in violation of this policy will be subject to discipline that may range from a warning up to, and including, termination.

WHISTLEBLOWER POLICY

Preamble

The Down Syndrome Association of Wisconsin ("DSAW") is committed to lawful and ethical behavior in all of its activities and requires directors, volunteers, employees, committee members and agents to act in accordance with all applicable laws and regulations and to observe high standards of organizational and personal ethics in the conduct of their duties and responsibilities.

Purpose

The purpose of this policy is to ensure that Board Directors, officers, staff, volunteers, committee members and DSAW agents ("Reporting Individuals") can "blow the whistle", reporting in good faith about suspicions of unethical or inappropriate activity without fear of retaliation.

Reporting Responsibility

It is the responsibility of all Reporting Individuals to report what he or she believes is a material violation of laws, regulations or policies, or any questionable accounting or auditing matter (each a "Concern") in accordance with this policy. Sample Concerns include, without limitation:

- providing false or misleading information on DSAW's financial documents, grant reports, tax returns or other public documents;
- providing false information to, or withholding material information from, DSAW's auditors, accountants, lawyers, directors or other representatives responsible for ensuring DSAW's compliance with fiscal and legal responsibilities;
- embezzlement, private benefit, or misappropriation of funds;
- material violation of DSAW policy, including among others, confidentiality, conflict of interest, whistleblower, ethics and document retention;
- any form, whether known, witnessed or suspected, of discrimination against a protected class of individuals (e.g., based on race, gender, or disability);
- any form, whether known, witnessed or suspected, of sexual harassment or harassment based on any protected class of individuals;
- any form, whether known, witnessed or suspected, of molestation, inappropriate touching or other inappropriate behavior by one individual toward another; or,
- facilitation or concealing any of the above or similar actions.

No Retaliation

No Reporting Individual who in good faith reports a Concern pursuant to this policy shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within DSAW prior to seeking resolution outside DSAW.

Reporting Concerns - Procedures

A current list of DSAW board members and officers will be maintained by DSAW's Executive Director and is available upon request. All new directors, committee members, employees, volunteers and other stakeholders will be notified of this procedure as a part of the orientation process. Copies of this policy will also be available upon request to any Reporting Individual who for whatever reason, did not receive this policy as part of the orientation process.

Employees

If appropriate, an employee should first discuss the Concern with their supervisor or the human resources office. If, after that discussion, the individual continues to have reasonable grounds to raise the Concern in

good faith, the Concern should be reported to the Executive Director. If the Executive Director is unavailable, any other member of the Board may be contacted.

If an employee is uncomfortable speaking with their supervisor or the human resources office, s/he may speak with the Executive Director, or the Executive Director is the subject of the Concern, the employee should report the Concern directly to the President of the Board, or to any other Board Member if the President is also a subject of the Concern. Concerns may also be submitted anonymously in writing or via voice mail to the Executive Director or Board President at any time.

Directors and Other Reporting Individuals

Directors, committee members, volunteers, and other Reporting Individuals should submit Concerns in writing to the Executive Director first, and then if the individual continues to have reasonable grounds to raise the Concern in good faith, to the President of the Board. If the President is unavailable or is the subject of a Concern, any other member of the Board may be contacted.

Handling of Reported Violations

DSAW will investigate all reports filed in accordance with this policy with due care and promptness. In the case of non-anonymous reports, the human resource office or the human resources office will notify the sender and acknowledge receipt of the Concern within ten business days.

Matters reported without initial resolution will be preliminarily investigated by DSAW's Executive Director or Board President to determine if the allegations are true, whether the issue is material and what actions, if any, are necessary to correct the problem. The President shall notify the Board of any such investigation.

After the conclusion of the investigation, the Executive Director will issue a full report to the Board. The Board may conduct a further investigation upon receiving the report from the Executive Director. If necessary, outside legal counsel, accountants, private investigators, or any other appropriate resource should be engaged to conduct a full and complete investigation of the allegations. For non-anonymous Concerns, the Board shall issue a follow-up report to the complainant or may authorize the Board President to follow-up with the complainant.

If the Board President is unavailable or is the subject of a Concern, the Board shall designate another individual to investigate such Concern.

Acting in Good Faith

Anyone raising a Concern must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a valid Concern. Any allegations that prove not to be substantiated, and which prove to have been made maliciously or knowingly to be false, will be viewed as a serious disciplinary offense and may result in discipline.

Confidentiality

Concerns may be submitted on a confidential basis by the Reporting Individual or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Conflicts of Interest

If the Concern involves the Board President or a DSAW director or officer, such person[s] will not be permitted to participate in the consideration of the complaint or the determination of what, if any, action needs to occur with regard to the Concern. If such involvement excludes the majority of the Board from

participating in the process, an independent committee without conflicts may be designated to investigate the Concern. This paragraph supplements DSAW's conflict of interest policy (9.5).

CONFLICT OF INTEREST POLICY

Reason for Statement

DSAW, as a nonprofit, tax-exempt organization, depends on charitable contributions from the public. Maintenance of its tax-exempt status is important both for its continued financial stability and for the receipt of contributions and public support. Therefore, the operations of DSAW first must fulfill all legal requirements. They also depend on the public trust and thus are subject to scrutiny by and accountability to both governmental authorities and members of the public.

Consequently, there exists between DSAW and its board, officers, and management employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of DSAW honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of DSAW. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with DSAW or knowledge gained there from for their personal benefit. The interests of the organization must have the first priority in all decisions and actions.

Persons Concerned

This statement is directed not only to board members and officers, but to all employees who can influence the actions of DSAW. For example, this includes all who make purchasing decisions, all other persons who might be described as “management personnel,” and all who have proprietary information concerning DSAW.

Key Areas in Which Conflict May Arise

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- Persons and firms supplying goods and services to DSAW
- Persons and firms from whom DSAW leases property and equipment
- Persons and firms with whom DSAW is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
- Clients whom receive services from DSAW
- Competing or affinity organizations
- Donors and others supporting DSAW
- Recipients of grants from DSAW
- Agencies, organizations, and associations that affect the operations of DSAW
- Family members, friends, and other employees

Nature of Conflicting Interest

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms that DSAW interacts with in any way. Such an interest might arise, for example, through

1. Owning stock or holding debt or other proprietary interests in any third party dealing with DSAW
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) by any third party dealing with DSAW
3. Receiving remuneration for services with respect to individual transactions involving DSAW
4. Using DSAW’s time, personnel, equipment, supplies, or good will other than for approved DSAW activities, programs, and purposes
5. Receiving personal gifts or loans from third parties dealing with DSAW. Receipt of any gift is disapproved except gifts of nominal value (no greater than \$25 value) that could not be refused without discourtesy. No personal gift of money should ever be accepted.

Interpretation of This Statement of Policy

The areas of conflicting interest listed in above, and the relations in those areas that may give rise to conflict, are not exhaustive. Conceivably, conflicts might arise in other areas or through other relations. It is assumed that the trustees, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described above exists does not mean necessarily that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material that upon full disclosure of all relevant facts and circumstances that it is necessarily adverse to the interests of DSAW.

However, it is the policy of the board that the existence of any of the interests described above shall be disclosed on a timely basis and always before any transaction is consummated. It shall be the continuing responsibility of board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

Disclosure Policy and Procedure

Disclosure should be made according to DSAW standards. Transactions with related parties may be undertaken only if all of the following are observed:

1. A material transaction is fully disclosed in the audited financial statements of the organization;
2. The related party is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The organization's board has acted upon and demonstrated that the transaction is in the best interest of the organization.

Staff disclosures should be made to the Executive Director (or if he or she is the one with the conflict, then to the designated committee), who shall determine whether a conflict exists and is material, and if the matters are material, bring them to the attention of the Board.

Disclosure involving directors should be made to the President of the Board of Directors.

The board shall determine whether a conflict exists and is material, and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to DSAW. The decision of the board on these matters will rest in their sole discretion, and their concern must be the welfare of DSAW and the advancement of its purpose.

RECORDS RETENTION POLICY

Purpose

It is the policy of the Down Syndrome Association of Wisconsin to maintain complete, accurate and high quality records. Records are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual, legal or regulatory requirements or for other purposes as may be set forth herein. Records that are no longer required, or have satisfied their required periods of retention, may be destroyed pursuant to this policy.

This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure a compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate DSAW's operations by promoting efficiency and freeing up valuable storage space. For the purposes of this policy, records shall include but not be limited to, electronic mail or email, handwritten notes, etc. Moreover, records shall include any related amendments, exhibits, etc.

Records Retention

DSAW follows the records retention procedures outlined below. Records that are not listed, but are substantially similar to those listed in the schedule, will be retained for the appropriate length of time, as determined by the Executive Director with reference to the schedules below for similar types of documents. Pursuant to the terms of this policy set forth below, no paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.

Corporate Records

Wisconsin Annul Reports	Permanent
Articles of Incorporation	Permanent
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
Bylaws, with amendments	Permanent
Fixed Asset Records	Permanent
IRS Application for Tax-Exempt Status (Form 1023)	Permanent
IRS Determination Letter (501(c)(3))	Permanent
Wisconsin Sales Tax Exemption Certificate	Permanent
Handbooks	Permanent
Correspondence (legal and important matters)	Permanent
Contracts (after expiration)	7 years
Correspondence (general)	3 years

Accounting and Corporate Tax Records

Annual Audits and Financial Statements	Permanent
Property Records, including Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS Form 990 Tax Returns	Permanent
Business Expense Records	7 years
IRS Forms 1099	7 years
Journal Entries	7 years
Invoices	7 years
Sales Records (earned income)	7 years
Petty Cash Vouches	3 years

Cash Receipts	7 years
Credit Card Receipts	7 years

Bank Records

Check Registers	7 years
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years

Payroll and Employment Tax Records

Payroll Registers	Permanent
State Unemployment Tax Records	Permanent
Earnings Records	7 years
Garnishment Records	7 years
Payroll Tax Returns	7 years
IRS Form W-2 Statements	7 years

Client Records

Client Intake Forms or Applications	7 years following case closing
Client Rights Documentation	7 years following case closing
Client Grievance Documentation	7 years following case closing
Client Billing Records	7 years following case closing
Client Service Records	7 years following case closing

Employee Records

Affirmative Action/EEOC Records	7 years
Performance Evaluations	7 years
Policy Manuals/Handbooks	7 years
Employment and Termination Agreements	7 years after termination
Records Relating to Promotion, Demotion, or Discharge	7 years after termination
Accident Reports and Worker's Comp Records	7 years after claim or resolution of claim, whichever is longer

Salary Schedules

Salary Schedules	5 years
Employment Applications	3 years
I-9 Forms	3 years
Time Cards	5 years

Fundraising Records

Donor Records and Acknowledgement Letters	7 years
Grant Applications and Contracts	5 years after completion
Event Tally Sheets	7 years

Legal, Insurance and Safety Records

Appraisals	Permanent
Copyright Registrations	Permanent
Environmental Studies	Permanent
Insurance Policies	Permanent
Real Estate Documents	Permanent
Stock and Bond Records	Permanent
Trademark Registrations	Permanent
Leases	6 years after expiration

Insurance Claims
General Contracts

7 years
3 years after termination

Electronic Documents and Records

Electronic records will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods will be tested on a regular basis.

Emergency Planning

DSAW’s records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping DSAW operating in an emergency should be duplicated or backed up routinely every week and maintained off site.

Document Destruction

DSAW’s Executive Director is responsible for the ongoing process of identifying its records, which have met the required retention period, and overseeing their destruction.

Document destruction will be suspended immediately upon any indication of an official investigation of proceeding or private litigation (including when an investigation or lawsuit appears imminent). No officer, director, employee, volunteer, independent contractor or other agent of DSAW shall knowingly destroy a document with the intent to obstruct or influence the investigation or proper administration of any matter within the jurisdiction of any government department or agency or in relation to or contemplation of any such matter or case. When in doubt, prior to the destruction of any particular document, DSAW’s Executive Director or legal counsel should be consulted.

Document destruction may be reinstated by the Executive Director upon the resolution of any matter that results in a suspension of document destruction pursuant to the previous paragraph, subject to compliance with applicable laws.

Confidentiality

Documents containing non-sensitive, non-confidential records can generally be disposed of in general office trash. To ensure proper destruction of any documents containing confidential or sensitive data, consult with the Executive Director for shredding procedures. When in doubt as to whether a document contains sensitive or confidential information, the document should be shredded.

Compliance

Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the DSAW and its employees, and possible disciplinary action against responsible individuals. The Executive Director will periodically review these procedures with legal counsel, or DSAW’s certified public accountant, to ensure that they are in compliance with new or revised regulations.

HIPAA COMPLIANCE POLICY

DSAW will protect patient privacy rights as directed under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This policy addresses administrative requirements that DSAW must adhere to. Privacy rights pertain to Protected Health Information (PHI), which include:

1. Name, including those of relatives and employers
2. Address
3. Birth date, admission date, discharge date and date of death
4. Telephone numbers, fax numbers and email addresses, URLs and IP addresses
5. Social Security Number (SSN)
6. Numbers, including: medical record number, health plan beneficiary number, account numbers, certificate/license number, vehicle identifiers and serial numbers, including license plate number, medical device identifiers and serial number.
7. Biometric identifiers, including fingerprints and voiceprints.
8. Full face photographic images and other comparable images.
9. Any other unique identifying number, characteristic, or code.

Security privacy rights deal with information transmitted via electronic means.

1. Personnel Designations. DSAW will designate a Director to serve as the Privacy and Security Officer. This person is responsible for the development and implementation of the policies and procedures in regards to HIPAA. The Privacy/Security Officer will oversee all aspects of HIPAA compliance and will handle all complaints and/or questions pursuant to the regulations.
2. Privacy Training. All employees, volunteers, and Board of Directors will receive HIPAA Training materials upon assuming their stated duties. Periodic updates and trainings on HIPAA will be done at all agency meetings, management meetings, or at the discretion of the Privacy/Security Officer. Every DSAW workforce member is responsible for being aware of, complying with, the HIPAA Regulations and all corresponding DSAW policies and procedures regarding this. Questions or issues regarding the regulations should be directed to your supervisor or the Privacy/Security Officer.
3. Safeguards. Administrative, technical, and physical safeguards will be implemented to protect the privacy of protected health information from any intentional or unintentional uses or disclosures that are in violation of the standards. DSAW will ensure that the confidentiality, integrity and availability of all electronic health information it creates, receives, maintains or transmits and that DSAW will also guard against any reasonable anticipated threats or hazards in regards to this information.
4. Privacy/Security/Complaints. The Privacy/Security Officer will ensure that a process is available for individuals to file complaints in regards to agency policies and procedures on HIPAA and also on complaints in regards to the handling of their protected health information. All complaints will be documented and made available for state and federal inspectors.
5. Sanctions. Any member of the workforce will be appropriately sanctioned for not complying with HIPAA policies and procedures. All sanctions that are enforced will be documented.

6. Mitigation. Any harmful effect from a violation of the HIPAA regulations or from DSAW policies and procedures will be appropriately mitigated.
7. Refraining From Intimidating Or Retaliatory Acts. DSAW will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against individuals or others who:
 - a. File a complaint with the HHS Secretary
 - b. Testify, assist, or participate in an investigation, compliance review proceeding, or hearing under Part C of Title XI
 - c. Opposes any practice made unlawful by HIPAA provided that the act of opposition does not involve the disclosure of Protected Health Information (PHI) in violation of the standard
8. Waiver of Rights. Individuals are not required to waive their rights, under sub section 160.306 Complaints to the Secretary, as a condition of the provision of treatment, payment, enrollment in a health plan, or eligibility for benefits.
9. Policies and Procedures. Policies and procedures will be developed and implemented with respect to protected health information that is designed to comply with the standards. Policies and procedures will be changed or updated as necessary to maintain compliance with HIPAA and other laws. If a policy or procedure is changed that conflicts with the Notice of Privacy Statement, a new privacy statement must be revised and made available to all clients barring the change does not conflict with HIPAA standards. The new policy must state it is a revision. Policies must be kept in written or electronic form. All new and old policies and Notice of Privacy Statements must be kept on file for a 6-year period.

HIPAA USE AND DISCLOSURE OF PHI – GENERAL RULES

DSAW will use and disclose Protected Health Information (PHI) as outlined under this policy based on subpart 164.502 of HIPAA Part II., according to the following standards:

1. Permitted uses and disclosures: DSAW is permitted to use or disclose PHI as follows:
 - a. To the individual.
 - b. For treatment, payment, or health care operations as permitted by and in compliance with 164.506. Incident to a use or disclosure otherwise permitted or required by this subpart, provided that the covered entity has complied with the applicable requirements of 164.502(b), 164.514(d), and 164.530(c) with respect to such otherwise permitted or required use or disclosure.
 - c. Pursuant to and in compliance with an authorization that complies with 164.508.
 - d. Pursuant to an agreement under, or as otherwise permitted by 164.510.
 - e. As permitted by and in compliance with this section, 164.512 or 164.514(e-g).
2. Required disclosures: DSAW will disclose PHI:
 - a. To an individual, when requested under, and as required by 164.524 or 164.528.
 - b. When required by the HHS Secretary under subpart C of Part 160 of this subchapter to investigate or determine the covered entity's compliance with this subpart.
3. Minimum Necessary. DSAW will use the minimum necessary rule when using or disclosing PHI.
4. Uses and disclosures of de-identified information. DSAW is allowed to disclose de-identified information as outlined in 164.514.
5. Disclosures to Business Associates. DSAW may disclose protected health information to a business associate.
6. Deceased individuals. DSAW must follow the requirements of this subpart with respect to the PHI of deceased individuals.
7. Personal representatives. DSAW will treat a personal representative as an individual for purposes of this chapter. If under applicable law an executor, administrator, or other person has authority to act on behalf of a deceased individual or the individual's estate they will be treated as a personal representative. DSAW may elect not to treat a person as the personal representative of an individual if:
 - a. DSAW has a reasonable belief that:
 - i. The individual has been or may be subjected to domestic violence, abuse, or neglect by such person.
 - ii. Treating such person as the personal representative could endanger the individual.
 - b. DSAW, in the best exercise of professional judgment, decides that it is not in the best interest of the individual to treat the person as the individual's personal representative.
8. Confidential communications. DSAW will comply with the requirements in 164.522 when communication protected health information.

9. Use and Disclosures consistent with Notice: DSAW will not disclose protected health information in a manner inconsistent with the Notice of Privacy Practices.
10. Disclosures by Whistleblowers and Workforce Crime Victims:
 - a. Disclosures by whistleblowers. DSAW is not considered to have violated the requirements of this subpart if a member of its workforce or a business associate discloses protected health information provided that:
 - i. the workforce member or business associate believes in good faith the covered entity has engaged in conduct unlawful or otherwise violates professional or clinical standards, or that the care, services, or conditions provided by the covered entity potentially endangers one or more patients, workers, or the public; and
 - ii. The disclosure is to:
 1. A health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of the covered entity or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by the covered entity, or
 2. An attorney retained by or on behalf of the workforce member or business associate for the purpose of determining the legal options of the workforce member or business associate with regard to the conduct described in paragraph (j) (1) (i) of this section.
 - b. Disclosure by workforce members who are victims of a crime. DSAW is not considered to have violated the requirements of this subpart if a member of its workforce who is the victim of a criminal act discloses protected health information to a law enforcement official, provided that:
 - i. the protected health information disclosed is about the suspected perpetrator of criminal acts; and
 - ii. the protected health information disclosed is limited to the information listed in 164.512 (f) (2)(i).

HIPAA USE AND DISCLOSURE OF PHI REQUIRING NO AUTHORIZATION OR CONSENT

DSAW can release an individual's Protected Health Information (PHI) for the purposes of treatment, payment, health care operations, or when required by law.

1. When an Authorization or Consent is Not Required. DSAW will only use or disclose protected health information without an authorization or consent of the individual in regards to the following:
 - a. To a public health authority.
 - b. To report child abuse/neglect situations, and any other situations involving abuse, neglect or domestic violence (if disclosure is allowed by law).
 - c. To the Food and Drug Administration.
 - d. To a health oversight agencies that are authorized by law including audits criminal investigations, inspections, or licensure etc.
 - e. To judicial or administrative proceedings (a subpoena from a court is not enough).
 - f. To law enforcement but only in certain circumstances; including when the present a grand jury subpoena; information concerning forensic clients; to locate a missing person, suspect, or fugitive; or at the discretion of the head of the facility when the information is requested to assist law enforcement in their investigation.
 - g. To avert a serious threat to health or safety.
 - h. To government functions (such as national security; veterans information).
 - i. To other agencies administering public benefits.
 - j. To medical examiners and coroners.
 - k. To funeral directors.
 - l. For organ donation purposes.
 - m. For some research purposes.
 - n. As required by law.

Any questions as to whether a use or disclosure is permitted or required by law should be directed to DSAW Privacy Officer.

HIPAA IDENTITY VERIFICATION

DSAW's Privacy Officer, and other staff and employees as required, shall verify the identity of the requestor and ensure the requestor has the proper authority to request such information.

1. The client or personal representative must sign a valid authorization for the disclosure of confidential Protected Health Information (PHI) before such PHI can be released to a requestor, except as required by existing HIPAA exemptions or requirements. All requests for disclosure shall be forwarded to the Privacy Officer or designee including the following:
 - a. The name of the requesting party or parties and
 - b. Any documentation, statements or representations from the person requesting the PHI of his/her authority to request such information (i.e., legal representative of consumer, law enforcement official, etc.).
2. The requestor must present identification prior to receipt of any records regarding themselves.
3. DSAW's Privacy Officer or designee staff may rely on the following information to demonstrate identity:
 - a. Presentation of agency identification, credentials or other proof of government status (a badge, identification card, etc.);
 - b. A written request on agency letterhead or an oral statement if a written statement would not be possible (a natural disaster, other emergency situations, etc.);
 - c. If the disclosure is requested by a person acting on behalf of a public official, a written statement on government letterhead that the person is acting under the government's authority, or a contract or purchase order evidencing the same; or
 - d. A court order.
4. DSAW's Privacy Officer or designee shall verify identity of any phone requests from all individuals, including law enforcement officers and others who have an official need for PHI by using a callback phone number before releasing information.
5. DSAW's Privacy Officer or designee shall verify facsimile number of any faxed requests. The main number of the sending agency shall be called, and the fax number verified. Fax machines shall be set to imprint the origin. All incoming faxes shall be reviewed for imprint origin.
6. DSAW's Privacy Officer or designee shall verify e-mail address by calling requestor. The general number for the sending agency shall be called, and then a request shall be made to be transferred to the specific individual who made the contact.
7. DSAW's Privacy Officer or designee personnel are responsible for copying verification information or obtaining badge number, etc., and for creating a file for the requestor and for maintaining the information in the requestor's file.
8. DSAW's Privacy Officer or designee must review the forwarded information and determine if he or she is satisfied that the documents verify the identity of the requestor and also demonstrate that the requestor has authority to request the information under state and federal law.
9. DSAW's Privacy Officer or designee may disclose information to the requestor if all requirements for use and disclosure are met, and if all requirements within this policy are met.

10. DSAW's Privacy Officer or designee shall contact agencies or other entities for further verification of identity or authority to receive PHI, if necessary.
11. DSAW's Privacy Officer or designee may deny access to information, if verification of identity or authority is not accomplished.
12. DSAW's Privacy Officer shall assure that a mechanism is in place which tracks disclosure of both written and verbal protected health information. The same format shall be utilized for all facilities.
13. Enforcement. DSAW's supervisors are responsible for enforcing this policy. Individuals who violate this policy are subject to disciplinary action, up to and including termination or dismissal.

BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

The American Recovery and Reinvestment Act of 2009 part of the "stimulus bill" made several changes to current HIPAA Privacy laws. As part of the changes DSAW is required to give notification when there is a breach of Protected Health Information (PHI) that is deemed to be unsecure. Presently PHI is only deemed secure by either encryption (email that is encoded so the receiver needs a tool or key to decipher the data to read it) or destruction of the data (shredded paper or hard drive destroyed so it is unreadable). This new Act has increases the penalties that an organization can face as a result of compromising client protected information.

1. Breach Definition. A breach exists if there is an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action "compromises" the security or privacy of the PHI. The PHI can be in any form i.e. electronic, paper, or oral. The breach can be from the covered entity or a business associate of the covered entity.
2. Breach Discovery. Upon discovery or notification of a potential breach staff should immediately contact the Director of Family Services, HIPAA Security or HIPAA Privacy Officer. DSAW will conduct an investigation and risk assessment and document the results. In short PHI is compromised if the incident poses a substantial risk of reputational, financial or other harm to the client. See HIP 100 for detailed procedures on determining if a breach is a risk.
3. Breach Examples:
 - a. A curious employee accesses their relative' s employee records without any business-related reason.
 - b. Misdialing a number and faxing a client's records to a local flower shop.
 - c. Sending a client's social security number (in an e-mail) to a vendor without any encryption.
 - d. An employee inadvertently forwards an e-mail with protected information to her choir director.
 - e. A laptop containing unsecured protected health information is stolen from the front seat of an employee's parked car.
 - f. Papers containing protected health information found scattered along Cleveland Ave. after improper handling by the business associate responsible for their destruction/shredding.
 - g. A lost flashdrive containing a database of clients participating in a three or more programs.
 - h. An invoice is sent to and opened by the incorrect client.
 - i. Briefcase containing client billing information disappears from an empty conference room.
4. Breach Exclusion. The following exclusions apply to breaches:
 - a. An unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of DSAW or its affiliates, if such acquisition was in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule. Example; A billing employee receives and opens an email containing PHI about a patient which a Case Manager mistakenly sent to the billing employee. Billing employee alerts the Case Manager and deletes. Billing employee use of information was in good faith and within scope of authority, and would not constitute a breach provided there is not further disclosure.

- b. An inadvertent disclosure by a person who is authorized to access PHI at DSAW or a Business Associate to another person authorized to access PHI at DSAW or a Business Associate, or organized health care arrangement in which DSAW participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule. Example; a billing intern who has authority to use or disclose PHI at DSAW by virtue of participating in an organized activity at DSAW is situated next to another billing employee at DSAW and may hear PHI of a client they are not working with but does not retain the information.
- c. A disclosure of PHI where DSAW or a Business Associate has a good faith belief that an unauthorized person to whom disclosure was made would not reasonably be able to retain such information. Example; A employee hands paper work to the wrong client but quickly realizes and recovers the PHI from the patient. If patient did not read or otherwise retain, than no breach.

5. Notification.

- a. Notification to an Individual.
 - i. Timing. Notice must be provided without reasonable delay and in no case later than 60 days after the breach is discovered. DSAW may delay notice if law enforcement states that the notice would impede a criminal investigation or cause damage to national security. If this notice is in writing DSAW must delay the notice for period specified, if it is an oral notice than notice can be delayed no more than 30 days after the oral statement.
 - ii. Content and form of notice. The notice must describe the date of breach and date of discovery; type of PHI breached; any steps individuals should take to protect themselves from harm and steps DSAW is taking to investigate the breach, to mitigate harm to the individuals, and to protect against future breaches. Notice will be provided by first class mail to the last known address. Email notification is only allowed when the individual has previously agreed to such notice.
 - iii. Incorrect addresses. If an individual's contact information is out of date or incorrect a substitute notice must be provided, this can involve email, telephone, or posting. If this relates to 10 or more individuals than a substitute notice must be provided though either a conspicuous posting for a period of 90 days on DSAW' s web page or a notice in major print or broadcast media in the area where the individuals reside.
- b. Notice to Media. If a breach involves over 500 state individuals than DSAW must notify prominent media outlets in the state.
- c. Notification to Secretary. If the breach involves over 500 individuals than the Secretary of HHS must be notified at the time the individuals involved are notified.
- d. Notification by Business Associate. A business associate of DSAW must provide notice to DSAW no later than 60 days after the discovery of the breach. Agreements as a result of the ARRA Act.

6. Tracking.

- a. DSAW will log all breach investigations and list all individuals whose PHI has been breached will be kept by the Director of Family Services and Privacy Officer.
- b. DSAW will submit annual reports to the Secretary of HHS of all breaches.

7. Sanctions.

- a. Tier A -If the offender did not know.
 - i. \$100 for each violation, total for all violations of an identical requirement during a calendar year cannot exceed \$25,000.
- b. Tier B -Violation due to reasonable cause, not willful neglect.
 - i. \$1,000 for each violation, total for all violations of an identical requirement during a calendar year cannot exceed \$100,000.
- c. Tier C -Violation due to willful neglect, but was corrected.
 - i. \$10,000 for each violation, total for all violations of an identical requirement during a calendar year cannot exceed \$250,000.
- d. Tier D -Violation due to willful neglect, but was NOT corrected.
 - i. \$50,000 for each violation, total for all violations of an identical requirement during a calendar year cannot exceed \$1,500,000.

DE-IDENTIFICATION OF PHI

DSAW has a duty to protect the confidentiality and integrity of Protected Health Information (PHI) as required by law, professional ethics, and accreditation requirements. Whenever possible, de-identified PHI should be used. De-identified PHI is rendered anonymous when identifying characteristics are completely removed. PHI must be de-identified prior to disclosure to non-authorized users. This policy defines the guidelines and procedures that must be followed for the de-identification of PHI.

1. All workforce members must strictly observe the following standards relating to the de-identification of PHI. De-identification requires the elimination not only of primary or obvious identifiers, such as the client's name, address, date of birth (DOB), and treating physician, but also of secondary identifiers through which a user could deduce the client's identity. For information to be de-identified the following identifiers of the individual (or of relatives, employers, or household member of the individual) must be removed:
 - a. Names.
 - b. Address information smaller than a state, including street address, city, county, zip code (except if by combining all zip codes with the same initial three digits, there are more than 20,000 people):
 - c. Names of relatives and employers.
 - d. All element of dates (except year), including DOB, admission date, discharge date, date of death; and all ages over 89 and all elements of dates including year indicative of such age except that such ages and elements may be aggregated into a single category of age 90 or older.
 - e. Telephone numbers.
 - f. Fax numbers.
 - g. Email addresses.
 - h. Social Security Number (SSN).
 - i. Medical record number.
 - j. Health beneficiary plan number.
 - k. Account numbers.
 - l. Certificate/License Number.
 - m. Vehicle identifiers, including license plate numbers.
 - n. Device ID and serial number.
 - o. Uniform Resource Locator (URL).
 - p. Identifier Protocol (IP) addresses.
 - q. Biometric identifiers.
 - r. Full face photographic images and other comparable images.
 - s. Any other unique identifying number characteristic, or code.
2. Whenever possible, de-identified PHI should be used for quality assurance monitoring and routine utilization reporting.
3. PHI used for research, including public health research, should be de-identified at the point of data collection for research protocols approved by the IRB, unless the participant voluntarily and expressly consents to the use of his/her personally identifiable information or an IRB waiver of authorization is obtained.
4. If an authorized user wishes to encrypt PHI when creating de-identified information the authorized user must ensure that:

- a. The code or other means of record identification is not derived from or related to information about the individual and is not otherwise capable of being translated so as to identify the individual; and
 - b. Anyone involved in the research project does not use or disclose the code or other means of record identification and does not disclose the mechanism to accomplish re-identification
5. If removal of any identifiers is not practical or does not meet business needs, and the use of PHI is still required, approval must be obtained from the DSAW Privacy Officer, without exception.
6. Enforcement. DSAW's supervisors are responsible for enforcing this policy. Individuals who violate this policy are subject to disciplinary action, up to and including termination or dismissal

LIMITED ENGLISH PROFICIENCY POLICY STATEMENT

The Down Syndrome Association of Wisconsin (DSAW) is committed to providing equal opportunity in all programs, services and activities to individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. Those individuals are referred to as limited English proficient, or “LEP.” Meaningful access to Federally funded programs and activities is required by Title VI of the Civil Rights Act of 1964 and its implementing regulations.

Meaningful access to LEP individuals is provided in two ways: Oral interpretation and written translation. Oral interpretation can range from on-site interpreters for critical services provided to a high volume of LEP persons, to access through commercially-available telephonic interpretation services. Written translation can range from translation of an entire document to translation of a short description of the document.

DSAW fulfills this obligation by one or more of the following: hiring bilingual staff, hiring staff interpreters/translators, contracting for interpreters/translation services, using telephone interpreter lines, and/or using community volunteers. DSAW understands that the interpretation/translation must be performed in a competent, confidential, ethical, and accurate manner at no cost to the LEP individual. DSAW does not rely on the LEP individual to provide an interpreter.

If an LEP person requests to use a family member, friend or other adult as an interpreter, DSAW makes the LEP person aware that the entity will provide a qualified interpreter at no cost to the LEP person. DSAW respects the LEP person’s choice of interpreters. If the LEP person chooses a family member, friend, or other adult to interpret instead of one provided by DSAW, DSAW makes a record of that decision. If DSAW believes the interpreter selected by the LEP person is not competent or appropriate, the entity supplements with its own qualified interpreter. Minors should not act as interpreters unless there is an emergency situation and another interpreter is not immediately available.

DSAW records the number and date of instances in which interpretation was offered, what service was offered (e.g., staff, in-person contracted, telephone, etc.), whether it was accepted or whether the LEP individual selected their own interpreter, and in what language group the service was needed. DSAW monitors its changing demographics and population trends on an annual basis, to ensure awareness of the language needs in its service area. DSAW requires its subrecipients to comply with the LEP policies requirements.

To assist us in complying with all applicable limited English proficiency rules, regulations and guidelines, the LEP Coordinator is: Abbey Nicholas, 414-327-3729 x102. LEP customers are encouraged to ask for language assistance or discuss any perceived discrimination problems with her. Information about discrimination complaint resolution process is available upon request.

POLICY FOR PROVIDING AUXILIARY AIDS FOR PERSONS WITH DISABILITIES

The Down Syndrome Association of Wisconsin will take appropriate steps to ensure that persons with disabilities, including persons who are deaf, hard of hearing, or blind, or who have other sensory or manual impairments, have an equal opportunity to participate in our services, activities, programs and other benefits. The procedures outlined below are intended to ensure effective communication with patients/clients involving their medical conditions, treatment, services and benefits. The procedures also apply to, among other types of communication, communication of information contained in important documents, including client rights, consent forms, financial forms, etc. All necessary auxiliary aids and services shall be provided without cost to the person being served.

All staff will be provided written notice of this policy and procedure, and staff that may have direct contact with individuals with disabilities will be trained in effective communication techniques, including the effective use of interpreters.

PROCEDURES:

1. Identification and assessment of need:

The Down Syndrome Association of Wisconsin provides notice of the availability of and procedure for requesting auxiliary aids and services through notices in our handbook, client onboarding materials, and through notices posted in our offices. When an individual self-identifies as a person with a disability that affects the ability to communicate or to access or manipulate written materials or requests an auxiliary aid or service, staff will consult with the individual to determine what aids or services are necessary to provide effective communication in particular situations.

2. Provision of Auxiliary Aids and Services:

The Down Syndrome Association of Wisconsin shall provide the following services or aids to achieve effective communication with persons with disabilities:

A. For Persons Who Are Deaf or Hard of Hearing

(i) For persons who are deaf/hard of hearing and who use sign language as their primary means of communication, the LEP Coordinator (Abbey Nicholas, abbey@dsaw.org, 414-327-3729 x102) is responsible for providing effective interpretation or arranging for a qualified interpreter when needed.

In the event that an interpreter is needed, the LEP Coordinator is responsible for:

- Maintaining a list of qualified interpreters on staff showing their names, phone numbers, qualifications and hours of availability;
- Contacting the appropriate interpreter on staff to interpret, if one is available and qualified to interpret; or
- Obtaining an outside interpreter if a qualified interpreter on staff is not available

(ii) Communicating by Telephone with Persons Who Are Deaf or Hard of Hearing

The Down Syndrome Association of Wisconsin utilizes the federal telecommunications relay services for external telephone with TTY users. We accept and make calls through the federal TRS. The federal relay service number is 711.

(iii) For the following auxiliary aids and services, staff will contact Abbey Nicholas, abbey@dsaw.org, 414-327-3729 x102 who is responsible to provide the aids and services in a timely manner:

Note-takers; computer-aided transcription services; telephone handset amplifiers; written copies of oral announcements; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; telecommunications devices for deaf persons (TDDs); videotext displays; or other effective methods that help make aurally delivered materials available to individuals who are deaf or hard of hearing.

(iv) Some persons who are deaf or hard of hearing may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the person will not be used as interpreters unless specifically requested by that individual and *after* an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided.

NOTE: Children and other clients will *not* be used to interpret, in order to ensure confidentiality of information and accurate communication.

B. For Persons Who are Blind or Who Have Low Vision

(i) Staff will communicate information contained in written materials concerning treatment, benefits, services, waivers of rights, and consent to treatment forms by reading out loud and explaining these forms to persons who are blind or who have low vision. Materials may also be requested in large print, recorded, Braille, and electronic formats. These materials may be obtained by contacting Abbey Nicholas: abbey@dsaw.org or 414-327-3729 x102.

(ii) For the following auxiliary aids and services, staff will contact Abbey Nicholas: abbey@dsaw.org or 414-327-3729 x102, who is responsible to provide the aids and services in a timely manner:

Qualified readers; reformatting into large print; taping or recording of print materials not available in alternate format; or other effective methods that help make visually delivered materials available to individuals who are blind or who have low vision. In addition, staff are available to assist persons who are blind or who have low vision in filling out forms and in otherwise providing information in a written format.

C. For Persons With Speech Impairments

To ensure effective communication with persons with speech impairments, staff will contact Abbey Nicholas: abbey@dsaw.org or 414-327-3729 x102, who is responsible to provide the aids and services in a timely manner. Available aids include writing materials; computers; and other communication aids.

D. For Persons With Manual Impairments

Staff will assist those who have difficulty in manipulating print materials by holding the materials and turning pages as needed, or by providing one or more of the following:

Note-takers; computer-aided transcription services; speaker phones; or other effective methods that help to ensure effective communication by individuals with manual impairments. For these and other auxiliary aids and services, staff will contact Abbey Nicholas: abbey@dsaw.org or 414-327-3729 x102, who is responsible to provide the aids and services in a timely manner.

BYLAWS OF THE DOWN SYNDROME ASSOCIATION OF WISCONSIN— [ENTER CHAPTER NAME], INC.

ARTICLE I NAME

The name of the Corporation shall be DOWN SYNDROME ASSOCIATION OF WISCONSIN—
[ENTER CHAPTER NAME], INC.

ARTICLE II PURPOSES AND POWERS

2.1 Purpose. The purpose of the Corporation shall be to provide individuals with Down syndrome and their families in the [ENTER] community (defined as the following counties in the State of Wisconsin: [ENTER]) the opportunity to achieve their full potential; to encourage and support their full participation in [ENTER] community life; to promote positive awareness of Down syndrome in the [ENTER] community; to advocate on behalf of individuals and families with Down syndrome in the [ENTER] community; and to facilitate positive self-esteem in individuals with Down syndrome in the [ENTER] community.

2.2 Powers. The Corporation shall enjoy all powers allowed to nonprofit corporations by Chapter 181 of the Wisconsin Statutes and the United States Internal Revenue Code except as may otherwise be provided by the Articles of Incorporation or these Bylaws.

2.3 Limitations. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth herein.

ARTICLE III OFFICES

3.1 Registered Office and Agent. The address of the current registered office of Corporation is 11709 W Cleveland Ave, Suite 2, West Allis, WI 53227, and the name of the registered agent at this address is Dawn Nuoffer. Either may be changed as provided by law, and the bylaws shall be deemed to be amended accordingly.

3.2 Other Offices. The Corporation may have offices at such place or places as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE IV MEMBERSHIP

4.1 Membership. The Corporation's sole member shall be the Down Syndrome Association of Wisconsin, Inc., acting through the DSAW Board. No other individual entity or organization may be a member of the Corporation.

4.2 Annual Meetings. The annual meeting for the Corporation shall be held each year on the same day as the annual meeting of the sole member at such time and place as may be designated by the President of the sole member for the appointment of the Advisory Board, election of the officers of the Advisory Board, and the transaction of such other business as may properly come before the meeting (the "Annual Meeting").

ARTICLE V DIRECTORS

5.1 General Powers. The management and operation of the affairs of this Corporation shall vest and be in the Board of Directors of the Corporation (individually, the "Directors"). The Board of Directors for this Corporation shall be identical to the Board of Directors of the Down Syndrome Association of Wisconsin, Inc. (hereinafter referred to as the "DSAW Board"), and the Officers of the Corporation shall be the same as the DSAW Board. The DSAW Board shall have the authority to control and manage the affairs and property of the Corporation, to adopt rules and regulations governing the action of the Fraternal Support Organizations and Advisory Boards (defined below), staff, and volunteers. In addition to the powers and authority by these Bylaws expressly conferred upon it, the DSAW Board may exercise all powers of the Corporation and do all such lawful acts and things as are not prohibited by law, by the Articles of Incorporation or by these Bylaws.

5.2 Engagement of Staff. The DSAW Board shall have authority to engage such employees, consultants, contractors, etc. as it may deem necessary and proper to carry out the purposes of the Corporation.

5.3 Engagement of Volunteer Advisory Board of Directors. The DSAW Board shall have authority to engage such volunteers as it may deem necessary and proper to carry out the purposes of the Corporation in the role of an Advisory Board of Directors ("Advisory Board"). Appointment of individuals to the Advisory Board shall be in accordance with Article VI, below.

ARTICLE VI ADVISORY BOARD DIRECTORS

6.1 Number of Advisory Board Directors. The DSAW Board shall establish an Advisory Board for this Corporation, which shall have the powers specifically delegated to it by the DSAW Board by these bylaws, by the Fraternal Support Organization Administrative Rules and, from time to time, by resolution of the DSAW Board, and shall not have the general power to control the Corporation as provided in Section 181.0801, Wis. Stats. The Advisory Board shall consist of no

less than three (3) Advisory Board Directors, with such maximum of Advisory Board Directors as may be established from time to time by a two-thirds vote of the DSAW Board.

6.2 Appointment and Term of Office. Advisory Board Directors shall serve staggered terms. Advisory Board Directors shall be nominated and appointed at DSAW Board meetings by majority vote of the DSAW Board to serve for 3-year terms, until they resign, are removed from office by the DSAW Board or until their successors are elected. During the first appointment process, as near as possible to one-third of the Advisory Board Directors shall be appointed for a term of one year, as near as possible to one-third of the Advisory Board Directors shall be appointed for a term of two years, and as near as possible to one-third of the Advisory Board Directors shall be appointed for a term of three years. **Beginning January 1, 2017, no Advisory Board Director shall serve more than 3 consecutive, full three-year terms; provided, however, that an Advisory Board Director may hold more than 3 consecutive, full three-year terms upon two-thirds vote of the full Advisory Board then in office at the time the restriction would be effective. A partial term shall not count towards the full term limit.**

Any DSAW Board meeting during which an election of new Advisory Board Directors is held, shall be open to the general membership of the Down Syndrome Association of Wisconsin, Inc. The President of the DSAW Board (or the Director acting in his or her place) may call for a voice vote instead of a ballot. The terms of office of the Advisory Board Directors shall begin at the close of the DSAW Board meeting at which they are appointed.

6.3 Vacancies. Vacancies in the Advisory Board shall be filled by two-thirds vote of the DSAW Board for the unexpired portion of the term of the vacancy.

6.4 Removal. Any Advisory Board Director may be removed by two-thirds vote of the Directors of the DSAW Board for any reason at any time. Removal of an Advisory Board member may be based on any of the following non-exclusive criteria:

- 6.4.1 absence from three consecutive Advisory Board meetings or six Advisory Board meetings a year;
- 6.4.2 failure to fulfill specified duties, including violation of any or one of the Fraternal Support Organization Administrative Rules
- 6.4.3 conflict of interest, disloyalty, unbecoming conduct, or any action bringing discredit to the Corporation.

6.5 Resignation. An Advisory Board Director may resign by giving written notice to the President of the DSAW Board, to be effective on the date therein specified unless otherwise determined by the DSAW Board.

6.6 Compensation. Advisory Board Directors shall not be compensated for serving in the capacity of an Advisory Board Director or Advisory Board Officer, though Advisory Board

Directors may be compensated if the Advisory Board Director is also performing separate duties for the Corporation in a staff role.

6.7 Governance. The Advisory Board shall adhere to and be governed by the Articles of Incorporation of the Corporation, these By-Laws and the Fraternal Support Organization Administrative Rules, all of which are subject to amendment and revision at the sole discretion of and by the DSAW Board, with or without notice, for any reason at any time.

6.8 Fraternal Support Organization Administrative Rules. Advisory Board Directors shall review and sign an acknowledgement form acknowledging their receipt of the Fraternal Support Organization Administrative Rules and assent to follow the Fraternal Support Organization Administrative Rules to the best of the Advisory Board Director's ability.

ARTICLE VII MEETINGS

7.1 Regular Meetings. Regular meetings of the Advisory Board shall be held at a time and place to be determined by the DSAW Board or Advisory Board; provided, however, that any such meetings scheduled unilaterally by the Advisory Board must provide for at least five (5) calendar days' notice to the President of the DSAW Board before any regular meeting of the Advisory Board.

7.2 Special Meetings. Special meetings of the Advisory Board may be called by the DSAW Board or at the written request of at least two-thirds of the current Advisory Board. Any and all business to be transacted at any special meeting shall be specified in the notice thereof. Any and all business may be transacted at any special meeting. Any such meetings scheduled unilaterally by the Advisory Board must provide for at least five (5) calendar days' notice to the President of the DSAW Board before any special meeting of the Advisory Board.

7.3 Notice of Meetings. Notice of the time and place of each annual, regular, or special meeting of the Advisory Board shall be given by or at the direction of the person or persons calling the meeting. Notice of regular and special meetings shall be provided to each Advisory Board member and the President of the DSAW Board at least five (5) days prior to the meeting.

7.4 Quorum and Vote Required for Action. At all meetings of the Advisory Board, the presence of the majority of the number of Advisory Board Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of the majority of the Advisory Board Directors present at any meeting at which there is a quorum shall be the act of the Advisory Board, except as may be otherwise specifically provided by law, by the Articles of Incorporation, by these Bylaws or by any policy or procedure of the DSAW Board. In the absence of a quorum a majority of the Advisory Board Directors present at any meeting may adjourn the meeting from time to time until a quorum be established.

7.5 Action by Advisory Board Directors Without a Meeting. Any action required or permitted of the Advisory Board or of any committee thereof may be taken without a meeting, if written consent, including electronic written consent, is signed by all Directors on the Advisory Board or committee and the President of the DSAW Board, as the case may be, and is filed with the minutes of the proceedings of the Advisory Board or committee.

7.6 Proxy Votes. Advisory Board Directors may not vote by proxy.

7.7 Procedure of Meetings. Every meeting of the Advisory Board shall be presided over by the President of the Advisory Board, or in the absence of that officer, by the Vice President of the Advisory Board. The Secretary of the Advisory Board shall act as the Secretary of the meeting, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. All meetings shall be conducted in accordance with the parliamentary authority described by these Bylaws or otherwise adopted by the Advisory Board.

7.8 Record of Meeting Minutes. Minutes from any meeting of the Advisory Board or committee thereof shall be provided to DSAW Staff and uploaded to Basecamp within five (5) calendar days following any such meeting.

ARTICLE VIII OFFICERS OF THE ADVISORY BOARD OF DIRECTORS

8.1 Titles and Duties. The Advisory Board shall have officers as set forth in this Article VIII; provided, however, the Officers of the Advisory Board shall not have the powers of the officers of the Corporation as provided in Chapter 181, Wis. Stats. The Officers of the Advisory Board shall be appointed by the DSAW Board and shall be a President, a Vice President, a Secretary and a Treasurer. All Officers of the Advisory Board shall be subject to the direction of the DSAW Board. These Officers shall perform the duties prescribed by these Bylaws, and as follows:

- 8.1.1 President. The President shall serve as the official representative of the Corporation and as its spokesperson on matters of Corporation policy and positions, and shall serve as an exofficio member of all Corporation committees. The President shall perform all duties incident to the office, and other duties as may be assigned by the DSAW Board or Advisory Board.
- 8.1.2 Vice President. The Vice President shall perform all duties and exercise all powers of the President when the President is absent or is otherwise is unable to act. The Vice President shall perform such other duties as may be assigned by the DSAW Board or Advisory Board.
- 8.1.3 Secretary. The Secretary shall keep minutes of all meetings of the Advisory Board, shall be the custodian of Corporation records, shall give notices as are

required by law, by the Articles of Incorporation, or by the Bylaws, or any duties which may be assigned by the DSAW Board or Advisory Board.

8.1.4 Treasurer. The Treasurer shall have charge for management and advice regarding all funds of this Corporation, which shall be held by the DSAW Board at all times. The Treasurer shall insure that all funds are deposited as required by the DSAW Board or Advisory Board, shall insure that adequate and correct accounts of the Corporation's properties and business transactions are kept and maintained, shall render reports and accounting to the DSAW Board or Advisory Board as required by the DSAW Board or Advisory Board, or by law, and shall perform in general all duties assigned by the DSAW Board or Advisory Board.

8.1.5 Other agents of the Corporation may be appointed by the DSAW Board or Advisory Board or as it deems necessary and shall serve at the pleasure of the DSAW Board or Advisory Board. They shall have only such authority and shall perform only such duties as shall be delegated to them by the DSAW Board or Advisory Board.

8.2 Restrictions on Office. No officer may hold more than one office at a time unless approved by the DSAW Board or Advisory Board. **Beginning January 1, 2017, no officer shall serve more than 2 consecutive, full two-year terms. A partial term shall not count toward the full term limit.**

8.3 Resignation. Any officer or agent may resign by giving written notice to the President of the DSAW Board or Advisory Board.

8.4 Removal. Any officer may be removed from office, or agent removed from service, by two-thirds vote of the DSAW Board.

8.5 Vacancies. Vacancies in any office shall be filled by majority vote of the full DSAW Board or Advisory Board for the unexpired term of the office.

ARTICLE IX COMMITTEES

9.1 Other Committees. The Advisory Board may authorize such other committees, including both standing and ad hoc committees, as it may deem advisable from time to time for the purpose of advising or aiding the officers in the management of the affairs of the Corporation. Such committees shall have such authorities and duties as the DSAW Board or Advisory Board may from time to time prescribe.

ARTICLE X CONTRACTS, CHECKS, BANKS, BANK ACCOUNTS, AND INVESTMENTS

10.1 Depository. The DSAW Board is authorized to select such banks for depositories as it shall deem proper for the funds of the Corporation.

10.2 Checks, Contracts and Indebtedness. With written consent of the Executive Director of the Down Syndrome Association of Wisconsin, Inc. or the President of the DSAW Board, the Advisory Board President and Advisory Board Treasurer, or, in the absence of the Advisory Board President, the Advisory Board Vice President and Treasurer, shall be authorized from time to time, on the Corporation's behalf, to sign checks, drafts, or other orders for the payment of money, acceptances, notes or other evidences of indebtedness, to enter into contracts or execute and deliver documents and other instruments. The DSAW Board may delegate the authority in this Paragraph, in writing approved by the DSAW Board, to an agent of the Corporation who is a paid staff member of the Corporation. The DSAW Board may withdraw the delegation of authorization at any time, with or without notice to the agent of the Corporation.

10.3 The Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE XI INDEMNIFICATION

11.1 Indemnification. The Corporation shall, to the fullest extent allowed by applicable law, indemnify any person from and against any claim, suit, action, proceeding, prosecution, judgment, fine, loss, damage, and/or cost including reasonable attorney's fees, reasonably arising from the fact that said person, or his or her testator or intestate:

11.1.1 is or was an Advisory Board Director, DSAW Board Director, officer, employee, or agent of the Corporation; or

11.1.2 served any other corporations, organization, or enterprise in any legal capacity at the request of the Corporation; and so long as such liability reasonably arose from acts or omissions performed in good faith and reasonably believed to be in, or in the case of service for another corporation, organization, or enterprise, not reasonably opposed to the best interests of the Corporation and, with regard to criminal actions, were performed with reasonable cause to believe that his or her conduct was in fact lawful.

ARTICLE XII AUDIT

12.1 Audit. Advisory Board Members are responsible for responding to requests for materials needed for the audit within three (3) business days of the request. This may include receipts, deposit slips, or other financial documentation.

**ARTICLE XIII
PARLIAMENTARY PROCEDURE**

13.1 Parliamentary Authority. The rules contained in the current edition of Robert's Rules of Order Newly Revised as published by the trustees as Robert's Rules Association, as amended, shall govern the Corporation in all cases to which they are applicable and not inconsistent with these Bylaws or any DSAW Board policies or procedures and any other special rules of order that the Corporation may adopt from time to time.

**ARTICLE IV
AMENDMENT AND RESCINDING OF BYLAWS**

14.1 Rescinding Prior Bylaws. By adopting the above Articles, all Bylaws of the Corporation existing prior to the adopting of said Articles are rescinded.

14.2 Amendment of laws. These Bylaws may be amended at any regular meeting of the DSAW Board by two-thirds vote of those present, providing that the amendment has been submitted in writing and distributed to each current Advisory Board Director and DSAW Board Director at the previous regular meeting of those respective entities.

**ADMINISTRATIVE RULES FOR ALL FRATERNAL SUPPORT ORGANIZATIONS
OF THE DOWN SYNDROME ASSOCIATION OF WISCONSIN, INC.**

SECTION 1: PURPOSE

In an effort to reach individuals with Down syndrome and their loved ones throughout the State of Wisconsin, the Down Syndrome Association of Wisconsin, Inc. ("DSAW") started reaching out to geographic areas outside of Southeastern Wisconsin in early 2009. As a result, numerous individuals and loved ones of individuals with Down syndrome showed an interest in becoming engaged with DSAW.

A group of individuals who come together in their community to serve individuals with Down syndrome under the umbrella of DSAW, Inc. will do so within one of four categories under DSAW's "fraternal support model," (i.e. Individual, Parent Support Group, Regional Committee, Chapter). For "Chapters," articles of incorporation and by-laws are set out under different cover, but those wishing to be engaged with DSAW must, as a condition of agreeing to be associated with DSAW, agree to these administrative rules. The articles and by-laws for the most part establish issues related to governance-composition of the Chapter Advisory Board, election of officers for the Chapter Advisory Board, meetings of the Chapter Advisory Board, geographic scope of the Chapter, etc. The purpose of these Administrative Rules is to set forth the expectations in the relationship between DSAW and *any* fraternal support organization, including establishing rules relating to finances, event planning and activities, legal requirements, responsiveness to DSAW, geographic membership and other related details.

The fraternal support model DSAW has set up is such that the only member of the legal entity exempt under Section 501(c)(3) of the Internal Revenue Code is the Down Syndrome Association of Wisconsin, Inc. This means ultimate control is and will always remain with DSAW. The goal for entities is to achieve as much self-sufficiency as is needed to serve the needs of the community or region.

SECTION 2: FRATERNAL SUPPORT MODEL

In 2016, after an extensive strategic planning process, the Down Syndrome Association of Wisconsin restructured its chapter model into a new fraternal support model. This fraternal support model has four levels of support (Individual, Parent Support Group, Regional Committee, and Chapter) in order to provide support to every individual and family across Wisconsin.

A community may progress from individual to full chapter status if that level is needed and the needed level of engagement from the community is present. However, some communities (whether due to population, engagement level, proximity to another chapter, or another factor) will never achieve full chapter status. DSAW is able to provide the following types of support to each level:

Individual - No matter where you live, DSAW is here to help across your lifespan! This level includes:

- Awareness
- Advocacy
- Roadmap Sessions
- DSAW-Family Services
- Referrals & Resources
- Programs and Services across the lifespan
- Webinars
- Parent's First Call
- Other virtual support

Parent Support Groups - Any town in Wisconsin. This level includes benefits from the individual level plus:

- Coffee Clubs
- Parent's Nights Out
- Support Groups
- Playdates / Family Days
- Peer Sensitivity Trainings
- Family Resource Nights

Regional Committees – strategically located regionally around multiple Parent Support Groups. This level includes benefits from the previous two levels plus:

- Picnics
- Holiday Parties
- World Down Syndrome Day Event
- Small Fundraisers
- Dances
- Teen Club
- Young Leaders
- Seminars/Conferences
- Medical Training

DSAW Chapters – official groups established in major metropolitan areas. Chapter Advisory Boards are established and vested with specific authority under the articles, by-laws and these administrative rules, but DSAW always retains the final power to make decisions for the chapter entity. This level includes everything above plus:

- Member Grants
- Bike Camp
- Awareness Walk
- Office space?
- Chapter-specific staff?

- More advanced programming
- More advanced events and seminars
- And more

DSAW, Inc. staff will work with local leaders to launch programming, services, resources, and support in communities across Wisconsin, in concurrence with, and influenced by, significant market research it has analyzed to better understand where individuals with Down syndrome reside. Progression from one level to another is contingent upon level of engagement from local community leaders, ability to successfully raise funds to sustain the chosen level of programming, proximity to other fraternal support groups or Chapters, ability to undertake more sophisticated levels of administration and financial book-keeping, etc. As the corporate body of the organization, and the bearer of its risk, DSAW, Inc. retains the exclusive right to determine the appropriate categorization of its independent fraternal support groups.

SECTION 3: ADMINISTRATIVE RULES

As noted above, the purpose of these Administrative Rules is to set forth the expectations in the relationship between DSAW and the fraternal support organization. Adherence to the following rules will ensure that the organization runs smoothly and efficiently. Failure to adhere to these rules may result in the removal of individual leaders or Chapter Advisory Board members, the collective leadership/Advisory Board, or a cessation of DSAW operations in a local geographic area.

Some rules apply differently to each fraternal support level. Please note these differences below.

PART I: MEETING ADMINISTRATION

Administrative Rule 3.1: Meeting Frequency

- Parent Support Groups: Leaders should meet periodically to plan upcoming events and recruit new members.
- Regional Committees: Leaders should meet periodically to plan upcoming events and recruit new members.
- Chapters: The Advisory Board must meet at least every other month, although it is recommended that the board meets every month. The President of the Advisory Board must schedule the meetings at the beginning of each fiscal year.

Administrative Rule 3.2: Annual Meeting (Chapters Only)

Each chapter will hold an annual meeting during the month of January. The meeting should be open to the public, and activities should include election/reelection of the Advisory Board.

Administrative Rule 3.3: Meeting Agendas (Chapters Only)

The President of the Advisory Board, or his or her designee, should send out an agenda and pre-read packet at least three days before an Advisory Board meeting. These materials should be posted in Basecamp, too.

Administrative Rule 3.4: Minutes

Minutes should be taken at all Advisory Board meetings or other official DSAW meetings. At the Chapter level, the Secretary should keep minutes and post them to Basecamp within five days. At the Regional Committee and Parent Support Group level, a volunteer may keep minutes and post them to Basecamp within five days.

PART II: CHAPTER ACTIVITIES

Administrative Rule 3.5: Grants applied for, Grants secured

All corporation, foundation, or other grants sought after by fraternal support organizations must be coordinated through the DSAW State Staff. DSAW State Staff will write and submit all grants on behalf of its fraternal support organizations.

Administrative Rule 3.6: Grants given by chapters (Chapters Only)

Chapters must utilize the grant forms and award criteria provided by DSAW, Inc. to ensure consistency across the state with respect to the process for awarding grants. The goods or services provided for by the chapter through the grant must also be consistent with other grants across the state (e.g. educational, medical, etc.). To effectuate this consistency, any chapter grant application materials must be approved by the DSAW State Staff prior to distribution.

Administrative Rule 3.7: Corporate and Foundation Fundraising

Fraternal support organizations are encouraged to pursue financial support from corporations and foundations, but it is important to coordinate all solicitations across the state, as many corporate entities are statewide. Fraternal support organizations must submit a list of any corporate and foundation targets to the DSAW State Staff at least four weeks prior to any contact or solicitation. In-kind donations and small-dollar solicitations from purely local businesses do not need to be coordinated with the DSAW State Staff.

Administrative Rule 3.8: Dates of Walks (Chapters Only)

Chapters may not hold walks or other fundraisers on the same day as the DSAW State Down Syndrome Awareness Walk. Chapters must seek approval from DSAW before holding a walk of any kind so as to ensure that chapters' walks are coordinated in terms of the calendar dates on which they occur.

Administrative Rule 3.9: Coordination and Approval of Fundraising Events

To avoid major fundraising events being held on conflicting dates, the dates of all new fundraising events must be submitted to the Executive Director no less than six (6) months prior to the event and approved by the Executive Director prior to their being promoted or posted.

Small, local fundraisers do not need this approval but must be coordinated through DSAW, Inc. staff prior to the event.

Administrative Rule 3.10: Logos, Chapter Logo, Other Graphic Designs

Fraternal support organizations will use DSAW logos to maintain a consistent brand. Chapter logos will be the standard DSAW logo with the addition of the chapter name under the DSAW logo (e.g. DSAW-Fox Cities). Consistency of brand is important and, as a result, the DSAW logo must be displayed on all publications, correspondence and other materials displayed by the fraternal support organization. DSAW owns and has all rights to any and all logos.

Administrative Rule 3.11: Publicity and Public Relations

All publicity and public relations efforts must be coordinated through the DSAW State Staff to ensure branding and message are consistent. Leaders must advise the DSAW State Staff before engaging in any substantive discussion with any representative of the media and obtain guidance regarding such contact.

Administrative Rule 3.21: Thank You and End-of-Year Tax Letters

Thank you letters need to be sent within 7 days of a donation's receipt for normal transactions, two weeks for end of year donations and within 4 weeks of major fundraising events. For collective donations over \$250 in a calendar tax year, end of year tax letters should be sent no later than 31 days after the end of the calendar year. Fraternal support organizations should supply the State Staff with timely donor lists in order for the State Staff to mail thank you notes.

PART III: FINANCIAL

Administrative Rule 3.13: Fiscal Year

Fraternal support organizations will operate on the same fiscal year as DSAW, which is January 1 – December 31.

Administrative Rule 3.14: Annual report

DSAW, Inc. will prepare an annual report in February of each year that represents the activities of the entire organization for the previous fiscal year. Fraternal support organizations should submit final expenses and updates from the previous fiscal year by January 31st.

Administrative Rule 3.15: Budgets (Chapters Only)

DSAW, Inc. will send chapters a proposed budget for the chapter no later than November 15 of each calendar year. If the chapter would like any changes to the budget, the advisory board should request these changes from the Executive Director. Once the budget has been produced to the satisfaction of the chapter advisory board, the chapter will vote to approve it no later than the end of February.

The budgets for Regional Committees and Parent Support Groups will be set by the Executive Director. These budgets are incorporated into the DSAW State budget.

Administrative Rule 3.16: Pre-Authorization for Expenditures

All expenses incurred by fraternal support organizations must be approved by the DSAW State Staff before the expense is incurred. These expenses will be approved informally during monthly programming calls and messages. The Executive Director may grant individual Advisory Board members authority to incur expenses within limits.

Administrative Rule 3.17: Deposit of Fundraising Proceeds

In no case shall any leader hold more than \$500 in cash donations in a DSAW office or at the home of any leader, committee or volunteer. Deposits should be made the same day, or within the next business day. Money counting rooms and money runners must be pairs of responsible adults of no less than two people.

Administrative Rule 3.18: Monthly Financial Accounting

By the 15th calendar day of each month, chapter treasurers or chapter credit card holders must code all credit card transactions in the credit card spreadsheet and must upload all receipts and coded deposit slips to the appropriate folders in Basecamp. Parent Support Group and Regional Committee Leaders who have incurred personal expenses should submit reimbursement forms by the 15th of each month, also. See the attached financial accounting memo for a description of financial procedures that are required of each fraternal support organization.

Administrative Rule 3.19: Bank Accounts, Checks, Debit and Credit Cards

All bank accounts will be established, moved or closed by the Executive Director. Leaders will not be authorized to establish, move or close any bank account in the name of the fraternal support organization. Check writing authority and limits on debit and credit cards will be as approved by the DSAW Board. Use of credit cards for personal charges is strictly prohibited and inappropriate use is subject to, at the sole discretion of the DSAW Board, suspension of credit card privileges and/ or removal as a leader. Credit cards should be kept in a safe place and should be clearly marked in a purse or wallet (such as enclosed in a carrying case, covered with tape, etc.). Should a credit card be lost or stolen it must be reported to DSAW on the next business day.

Administrative Rule 3.20: Financial Records

Fraternal support organizations must maintain copies of all financial transactions for a period of no less than seven years. Records should be maintained by uploading documents to the appropriate folder(s) within Basecamp.

PART IV: LEGAL**Administrative Rule 3.21: DSAW Releases and Waivers**

To manage legal risk and to realize efficiencies and consistency, all fraternal support organizations must utilize legal releases, waivers and other legal documents, at the direction of the Executive Director. Where appropriate, customization of such documents may be raised with the Executive Director, who will consult with appropriate individuals and provide direction to the entity accordingly.

Administrative Rule 3.22: Background Checks

Volunteers participating in recurring events, or volunteers working closely with individuals with Down syndrome, should have a caregiver background check completed through the state of Wisconsin. Volunteers participating in one-day events (such as the Down Syndrome Awareness Walk) should be processed solely through the sexual offender registry.

Administrative Rule 3.23: Contracts

Fraternal support organizations may not enter into any contract of any form, whether written or oral, express or implied, without the express written consent of the Executive Director. Any contract entered into in violation of this Administrative Rule will be null and void. No leader, committee member or volunteer of a fraternal support organization is an agent of DSAW. Leaders, committee members and volunteers must refrain in every way from promoting or encouraging misunderstanding that they are legal representatives of DSAW, DSAW fraternal support organizations, or any other DSAW entity.

Administrative Rule 3.24: Employees and Contractors

Fraternal support organizations may not enter into any contract for employment, whether as a W-2 employee or a consultant, of any form, whether written or oral, express or implied, without the express written consent of the Executive Director. Any employment contract, offer letter or contractor agreement entered into in violation of this Administrative Rule will be null and void. No leader, committee member or volunteer of a fraternal support organization is an agent of DSAW for purposes of employing other individuals within DSAW.

Administrative Rule 3.25: Confidential Information

All fraternal support organization leaders and volunteers who need access to confidential information will sign a confidentiality agreement, in a form provided by the Executive Director. For purposes of this provision, the term "confidential information" may include any and all information about our DSAW members, service providers, vendors, customers or suppliers, financial information about the operation of DSAW or personnel information about DSAW employees. Such confidential information may not be disclosed or given to anyone outside DSAW unless that individual has been approved by the Executive Director and has signed a confidentiality agreement.

Administrative Rule 3.26: Dispute Resolution

Any disputes-whether internal within the fraternal support organization or between DSAW and the fraternal support organization-will be resolved at the sole discretion of the President of the DSAW Board, or his or her designee. Fraternal support organization leaders will sign a Dispute Resolution Form of Acknowledgement upon commencement of their leadership. No individual may serve as a fraternal support organization leader unless he or she has signed a Dispute Resolution Form of Acknowledgement.

Administrative Rule 3.27: Political Candidates

Fraternal support organizations shall not participate in, or contribute to, any political campaign on behalf of or in opposition to any candidate for public office. Fraternal support organizations may inform DSAW about developments in policy and legislation and coordinate with the Executive Director with respect to advocacy and lobbying activity related to such policy and legislation.

Administrative Rule 3.28: Advocacy and Lobbying

All activities related to advocacy and lobbying, as those terms are understood in a broad sense, must be coordinated through the Executive Director to ensure the message and levels of activity across the state are consistent. The Executive Director will also confirm and, if necessary, consult regarding the legality of such activities under the Internal Revenue Code and any applicable federal, state or local law.

PART V: FRATERNAL SUPPORT ORGANIZATION/STATE RELATIONS

Administrative Rule 3.29: Financial Relationship

DSAW chapters will pay a mutually-agreed upon sum of money to the DSAW State organization each fiscal year, which grants the chapter unlimited access to DSAW staff, shared resources and templates, and shared tools. This mutually-agreed upon sum is decided at the end of each fiscal year during budgeting season, and is proposed based on the anticipated usage of DSAW State staff's time.

Parent Support Groups and Regional Committees will be covered in the DSAW State budget. However, both organizations are encouraged to host mini-fundraisers to defray their costs and build the capacity of their groups. Funds will belong to DSAW State and will be kept in the DSAW State bank account, but will be used solely for advancing DSAW's mission in the intended community.

Administrative Rule 3.30: Membership

Fraternal support organizations will not offer or sustain membership for individuals. Each individual in the geographic area will be offered and may sustain membership in DSAW Inc, in accordance with the membership rules in effect at that time. All membership fees generated from membership in a specific geographic area will be directed to the general account of DSAW to cover DSAW costs associated with fraternal support organization activities.

Administrative Rule 3.31: Lists

All lists of potential members, participants, donors, volunteers, businesses, events, hospitals, other providers, etc. are property of DSAW and, upon request of any leader, must be disclosed to the DSAW State Staff.

Administrative Rule 3.32: Responsiveness

Fraternal support organization leaders shall be responsible for responding, as individuals and as a collective, to requests from DSAW in a timely, reasonable manner. Urgent communication

from DSAW, whether in written or oral form, must be responded to within three (3) business days, subject to extenuating circumstances. Normal communication from DSAW must be responded to within five (5) business days.

Administrative Rule 3.33: Amendment

These Administrative Rules are subject to change, with or without notice, at any time for any reason at the sole discretion of the Board of Directors of the Down Syndrome Association of Wisconsin, Inc. The DSAW Board shall retain sole discretion in terms of interpretation of these Administrative Rules.

ACKNOWLEDGEMENT FORM

**ADMINISTRATIVE RULES FOR ALL FRATERNAL SUPPORT ORGANIZATIONS
OF THE DOWN SYNDROME ASSOCIATION OF WISCONSIN, INC.**

I have received a copy of the Down Syndrome Association of Wisconsin's ("DSAW's") Administrative Rules for All Fraternal Support Organizations ("Administrative Rules"), last updated _____ (see footnote in document for date). By my signature on this acknowledgement form, I hereby acknowledge that I have read the content contained in the Administrative Rules and understand my obligations and responsibilities, as a fraternal support organization leader of DSAW, under those policies. I understand the rules contained in this version of the Administrative Rules replace all earlier written and unwritten versions.

I acknowledge that the Administrative Rules are not, nor are they intended to be, an implied or express employment contract. I understand that its sole purpose is to provide minimum requirements for my service as a volunteer fraternal support organization leader. I understand my service as a volunteer fraternal support organization leader is conditioned upon my adherence to the Administrative Rules.

I understand that DSAW has the complete and sole discretion to change, add to, modify, delete, or amend the contents of the Administrative Rules at any time, with or without notice to me. I understand that my service as a fraternal support organization leader is at the will of the DSAW Board, and that I may be removed from service at any time, with or without notice, for any reason or none at all.

I acknowledge and understand that as a condition of serving as a fraternal support organization leader, I am required to sign a Dispute Resolution form of acknowledgement as well as a Financial, Expense and Accounting Procedures memorandum. I agree, by my signature below, to sign such a Dispute Resolution form of acknowledgement and Financial, Expense and Accounting Procedures memorandum and recognize my service as a fraternal support organization leader is conditioned upon my agreement to such.

Fraternal Support Organization Leader's Name (please print)

Signature

Date

After reading and signing this page, please return to the DSAW State Staff.

**AGREEMENT TO RESOLVE CLAIMS AND DISPUTES
THROUGH ALTERNATIVE DISPUTE RESOLUTION**

You hereby agree that you and the Down Syndrome Association of Wisconsin, Inc., a Wisconsin non-profit corporation, together with its fraternal support organizations and affiliates, (collectively "DSAW") agree that any and all claims or disputes that in any way relate to or arise out of your role as a member of a fraternal support organization shall be resolved first through mediation and, if mediation is unsuccessful, through final and binding arbitration. Both you and DSAW waive any rights we may have to a jury trial on such claims or disputes.

Mediation. Any dispute which cannot be resolved between DSAW and you must be first presented to a mediator for dispute resolution. The costs of the mediation, including fees of the mediator, shall be borne exclusively by DSAW, and may be appropriated from fraternal support organization-specific funds. You and DSAW hereby agree to present the dispute to a mediator, chosen at random, who is listed on the list of mediators participating in the Wisconsin Special Education Mediation System ("WSEMS") as of the date the mediation is requested. The mediation will not take place through the WSEMS, but will be mediated by an individual who otherwise participates in WSEMS. That individual mediator will be paid independently of the WSEMS program.

The matter will be presented for dispute resolution no later than fifteen (15) calendar days following a written determination by either you or DSAW, sent to the other party by first-class mail, that resolution is not likely without mediation. You and DSAW agree that, upon request by either party, the other party will complete any advance information required by the mediator. You and DSAW agree to put forth a good faith effort to schedule a mediation no later than thirty (30) calendar days following the random selection of a mediator. You and DSAW will each bear your own attorneys' fees and costs, as applicable, for the mediation process.

Arbitration. If you and DSAW cannot resolve the matter through mediation, you and DSAW agree that the dispute shall be resolved through final and binding arbitration. The costs of the arbitration, including the fees of the arbitrator, shall be borne exclusively by DSAW, and may be appropriated from fraternal support organization-specific funds. Any such arbitration shall take place in Milwaukee, Wisconsin and shall be conducted by a single neutral arbitrator assigned through the American Arbitration Association ("AAA"). The applicable procedural rules of the AAA shall govern the arbitration. The arbitrator's decision shall be delivered in writing and shall disclose the essential findings and conclusion on which the arbitrator's decision is based.

The parties shall be permitted to conduct adequate discovery to allow for a full and fair exploration of the issues in dispute in the arbitration proceeding. The arbitrator may grant any relief which otherwise would have been available to the parties in a court proceeding. The decision and award of the arbitrator shall be final and binding, and judgment upon the arbitrator's award may be entered by any court of competent jurisdiction.

Entire Understanding, Amendment. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to dispute resolution. No amendments or modifications to this Agreement will be effective unless set forth in a written document signed by both parties.

Fraternal Support Organization Leader's Name (please print)

Signature

Date

FINANCIAL, EXPENSE AND ACCOUNTING PROCEDURES

Effective with the signature of the administrative rules, the following expense guidelines and accounting procedures will take effect for DSAW and related entities:

1. DSAW, Inc. will be the sole agent for setting up all financial accounts or funds on behalf of all of its fraternal support organizations.
2. Check writing and signature authority for all accounts are established by the Executive Director of DSAW, Inc.
3. A credit card, with limits set subject to Executive Director approval, may be given to a fraternal support organization leader for use as outlined below.

Expense Guidelines:

1. Fraternal support organization expenses should be charged to a DSAW credit card whenever possible, so long as the expense is already approved by DSAW via the budget.
2. Additional expenses not approved in the budget require approval from the Executive Director
3. DSAW credit cards may never be used for personal expenses
4. When a DSAW credit card is not able to be used for expenses, a personal card may be used (see expense reimbursement procedures below)
5. All receipts provided to DSAW for reimbursement should include only DSAW expenses
6. Funds will be transferred on a regular basis for chapter administrative costs, mutually-agreed upon at the end of each fiscal year.

Accounting Procedures for Expense Reimbursement:

1. Individuals who have paid for expenses out of their own pocket may request reimbursement by filling out the expense reimbursement form. This form and corresponding receipts should be sent to the DSAW State Staff within 14 days of the expense being incurred. After this time, it cannot be guaranteed that expenses will be reimbursed
2. After the expense reimbursement form and receipt(s) have been reviewed by the DSAW Staff, a check will be processed for payment and sent to the individual requesting reimbursement

Accounting Procedures for Expense on Credit Card:

1. After the monthly credit card statement posts (on or about the 5th of the month), DSAW State Staff will post the statement to an online spreadsheet, and will notify credit card holders of its posting via Basecamp.
2. Credit card holders should code all of their credit card transactions no later than the 15th of the month.
3. Credit card holders should upload corresponding receipts, as well as coded deposit slips, to the appropriate folders within Basecamp no later than the 15th of the month.

The above financial procedures are in place to manage risk, protect DSAW's 501(c)(3) status and properly allocate resources as they are utilized. Please note that it is expected that all funds in each chapter account benefit the geographic location of that chapter.

I agree with and accept the items contained in this document.

Fraternal Support Organization Leader's Name (please print)

Signature

Date