

**2021 GRANT AGREEMENT**

PROGRAM NAME: Aging and Disability Resource Center Grant

**Contract Preamble**

This Grant Agreement is entered into for the period of January 1, 2021 – December 31, 2021, by and between the Aging and Disability Resource Center of Eagle Country Regional Office whose principal business address is 194 North Main Street, Suite A, Richland Center, WI 53581 hereinafter referred to as GRANTOR, and, ADRC of Eagle Country, Baraboo Office serving Sauk County, whose principal business address is 505 Broadway, Baraboo, WI 53913-2416, hereinafter referred to as GRANTEE.

The Grantee address to which payments shall be mailed is: Susan Blodgett, 505 Broadway, Baraboo, WI 53913-2416. If any legal notices required to be sent to the Grantee in the execution of this Agreement should be sent to an address different from the Grantee address above, that address should be provided below:

Susan Blodgett, Director  
ADRC of Eagle Country–Baraboo Office  
505 Broadway, Suite 102  
Baraboo, WI 53913

Whereas, the Grantor wishes to grant funds to the Grantee as it is authorized to do by Wisconsin law; and  
Whereas, the Grantee is engaged in furnishing the desired services;  
Now, therefore, the Grantor and the Grantee agree as follows:

**I. SERVICES TO BE PROVIDED**

The Grantee agrees to provide services consistent with the Scope of Services for the Aging and Disability Resource Center Grant Agreement with the Wisconsin Department of Health Services. which is attached and incorporated in this Agreement by reference.

**II. CONTRACT ADMINISTRATION**

The Grantor's Contract Administrator is Mr. John Grothjan, whose principal business address is 194 North Main Street, Suite A, Richland Center, WI 53581. The Regional Office telephone number is 608- 547-0546, Director's Cell phone number is 608-547-6085 and email address is [jgrothjan@co.juneau.wi.us](mailto:jgrothjan@co.juneau.wi.us) . If grantee has any questions regarding any of the contract provisions, contact the Contract Administrator. In the event that the Contract Administrator is unable to administer this Grant Agreement, Grantor will contact Grantee and designate a new Contract Administrator.

The Grantee's Contract Administrator is Ms.Susan Blodgett, whose principal business address is 505 Broadway, Baraboo, WI 53913-2416. The telephone number of the Grantee's Contract Administrator is (608) 355-3289. In the event that the Contract Administrator is unable to administer this Grant Agreement, Grantee will contact Grantor and designate a new Contract Administrator.

**III. COST OF SERVICES**

Grantee must submit an annual budget to the Grantor by November 30<sup>th</sup>. Approval of Grantee's annual budget is contingent upon available funding and whether or not all costs are allowable. The Grantor agrees to pay Grantee for services provided in accordance with the terms and conditions of this Agreement, State GPR (General Purpose Revenue) in an amount not to exceed Four Hundred Forty-Seven Thousand Six Hundred Ninety-Seven Dollars (\$447,697.00). This amount is contingent upon receipt of sufficient funds by the Grantor. The Grantor also agrees to pay Grantee Medicaid FFP funds in an amount based upon the

percentage of allowable Medicaid time reported in the monthly time reporting logs and applied to the monthly expenses submitted by the Grantee.

The Grantor will not make payments for costs in excess of the Grant Agreement amounts or for costs incurred outside the Grant period. Further, the Grantor will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

#### **IV. PAYMENT FOR SERVICES**

- A. Payments shall be made monthly based on monthly expense reports submitted by the Grantee on the forms provided and in the manner required by Grantor. Claims for reimbursement of allowable costs shall be submitted to the Grantor not later than the tenth (10<sup>th</sup>) day of the month following the month in which costs were incurred.
- B. All claims are to be made using the approved expense report form provided by the Grantor. There must be a separate expense report of the Disability Benefit Specialist (DBS) expenses as well as one for all other allowable ADRC expenses. As stated above, the expense report forms must be received no later than the 10<sup>th</sup> of each month for the previous month's expenses. If received after the 10<sup>th</sup>, payment for reported expenses may be delayed for a month.
- C. Grantee must also submit completed state approved time logs and completed state approved Adder sheet by the 10<sup>th</sup> of each month for the previous months' time reporting. If received after the 10<sup>th</sup>, payment for reported expenses may be delayed for a month.
- D. If the Grantor determines, after notice to Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Grantor. The Grantor may, at its sole discretion and with 30 days' notice to Grantee, effectuate such refund by withholding money from future payments due the Grantee at any time during or after the Grant period. The Grantor also may recover such funds by any other legal means.
- E. All payments shall be released by the Grantor on or before the 20th of the month following the month in which invoices were submitted. Checks will be mailed to the Grantee's principal business address.
- F. Failure of Grantor to make payments as provided in the Agreement may result in Grantee seeking payment by any legal means necessary after exhausting the administrative dispute provisions of section XVI C. of this Agreement.

#### **V. PROGRAM REPORTING**

- A. Grantee shall comply with the program reporting requirements of Grantor. The required reports shall be forwarded to the Grantor's Contract Administrator according to the schedule established by the Grantor.
- B. Failure to submit the program reports specified in the reporting instructions may result in the Grantor rendering sanctions pursuant to Section XVI of this contract.

#### **VI. STATE AND FEDERAL RULES AND REGULATIONS**

- A. The Grantor and Grantee agree to meet state and federal laws, rules and regulations, and program policies applicable to this Grant Agreement.
- B. Grantee will be acting in its independent capacity and not as an employee of the Grantor. Grantee shall not be deemed or construed to be an employee of the Grantor for any purpose whatsoever.

C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

D. Affirmative Action and Civil Rights Compliance

1. For agreements for the provision of services to clients, the Grantee shall comply with s. 16.765 Wis. Stats, and ADM 50 Affirmative Action Plan requirements in addition to State and Federal Civil Rights Compliance Plan requirements for Recipients of Federal and State Funded Programs, Services, and Activities from the DHFS and Department of Workforce Development for the funding period of, **January 1, 2021 – December 31, 2021** (DWSD-14045 (R 2006)). Grantees with an annual workforce of twenty-five (25) or more employees and/or contract(s) in the amount of \$25,000 or more shall submit a complete Civil Rights Compliance Plan to the:

Office of Affirmative Action and Civil Rights Compliance  
Department of Health Services  
1 W. Wilson Street, Room 561  
P.O. Box 7850  
Madison, WI 53707-7850  
Phone: (608) 267-6733 or Fax (608) 267-2147

within fifteen (15) working days of the award date of the agreement or contract. Grantees having a current and up-to-date Civil Rights Compliance Plan on file with the Office of Affirmative Action and Civil Rights Compliance are deemed in compliance with the requirements. Grantees whose Civil Rights Compliance Plan include the following elements are deemed to be in compliance with s.16.765 Wis., Stats, and ADM 50:

- a. A workforce analysis that illustrates a balanced workforce. If the Grantee does not have a balanced workforce, the Grantee must provide a plan that describes the Grantees goals, strategies and time line that addresses the under-representation of females, minorities and persons with disabilities in the workforce. Grantee submitted a Notice to Vendor Filing Information form DOA-3607 and form DOA-3023 Vendor's Subcontractors List.
  - b. Grantees with a balanced workforce must prove they have a balanced workforce by submitting the workforce data illustrating a balanced workforce. The Instructions and templates for completing the Civil Rights Compliance Plan are located on the DHFS website at:  
<http://dhfs.wisconsin.gov/civilrights/Index.HTM>
2. The Grantee assures that upon request it shall submit to the Grantor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Civil Rights Act of 1991, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981, Personal Responsibility and Work Opportunity Act of 1996, Title I, II and III of the American with Disabilities Act (ADA) of 1990, Wisconsin Fair Employment Act Section 111.31-111.395 and s.16.765 Wis., Stats., and ADM 50. Grantees who submitted a Civil Rights Compliance Plan to the Office of Affirmative Action and Civil

Rights Compliance during the funding period of this Contract Agreement do not need to resubmit and new plan. Otherwise, the Grantee shall submit a new Civil Rights Compliance Plan within 15 working days from the date it is requested by the Grantor.

- a. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Grantee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- b. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, ancestry, arrest record, color, conviction, creed, disability, genetic testing, honesty testing, marital status, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, sex, sexual orientation, use or nonuse of lawful products off the employer's premises during nonworking hours. All employees are expected to support goals and programmatic activities relating to nondiscrimination in employment.
- c. The Grantee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Grantor standards and made available in languages and formats understandable to applicants, clients and employees. The Grantor will continue to provide appropriate translated program brochures and forms for distribution.
- d. The Grantee agrees to comply with the State of Wisconsin guidelines in the Civil Rights Compliance Requirements for Recipients of Federal and State Funded Programs, Services, and Activities from the DHFS and Department of Workforce Development for the funding period of January 1, 2021 – December 31, 2021, DWSD-14045 (R. 2006).
- e. Requirements herein stated apply to any subcontracts or grants. The Grantee has primary responsibility to take constructive steps, as per the CRC requirements, to ensure the compliance of its subcontractors. However, where the State of Wisconsin has a direct contract with another grantee, the grantee need not obtain a Subcontractor or Sub-grantee Civil Rights Compliance Action Plan or monitor that Sub-grantee.
- f. The Grantor will monitor the Civil Rights Compliance of the Grantee. The Grantor will conduct reviews to ensure that the Grantee is ensuring compliance by its subcontractors or grantees according to guidelines in the CRC Plan requirement. The Grantee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the Grantee, as well as interviews with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to Grantor procedures. The Grantor will also conduct reviews to address immediate concerns of complainants.

g. The Grantee agrees to cooperate with the Grantor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

3. The Grantee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited- or non-English speaking or speech- or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaint or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population

## **VII. SUBCONTRACTS**

- A. The Grantee may subcontract part of this Agreement only with the prior written approval of the Grantor. In addition, Grantor approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if the Grantor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Grant Agreement. Grantee will notify Grantor within 30 days of non-compliance of its subcontractors, including non-compliance with allowable cost provisions. Grantee shall provide Grantor with a plan to correct the non-compliance.

## **VIII. GENERAL PROVISIONS**

- A. Any payments of monies to the Grantee by the Grantor for services provided under this Grant Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The Grantee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Grantor, commission or board thereof, to provide services relating to this Grant Agreement without the written consent of the employer of such person or persons and of the Grantor.
- D. This Grant Agreement is voidable if the Grantee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 Mifflin Avenue, Suite 601, Madison, Wisconsin 53703-2800, [Telephone (608) 266-8123].

- E. If Grantee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Grant Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
- F. The Grantee agrees that funds provided under this Grant Agreement shall be used to supplement/expand the Grantee's efforts, not to replace or allow for the release of available local (Grantee) funds for alternative uses.

**IX. ACCOUNTING REQUIREMENTS**

- A. The Grantee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles.
- B. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports (required by the Grantor as defined in Section IV), and support expenditure reports submitted to the Grantor.
- C. The Grantee shall reconcile costs reported to the Grantor for reimbursement or as matched to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis.

**X. PROPERTY MANAGEMENT REQUIREMENTS**

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Grant Agreement which the Grantor retains ownership of, and which is in the care, custody and control of the Grantee.
- B. The Grantee shall have all ownership rights in any hardware funded under this Agreement and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Grant Agreement. The Grantee is responsible for keeping all of Grantor's property secure from theft, damage or other loss.
- C. The Grantor agrees that if any materials are developed under this Grant Agreement, the Grantee shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Grant Agreement, shall be promptly and fully reported to the Grantor.

**XI. AUDIT REQUIREMENTS**

- A. Requirement to Have an Audit: Unless waived by the Grantor, the Grantee shall submit an annual audit to the Grantor if the total amount of annual funding provided by the Grantor (from any and all of its Divisions or subunits taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Grantor, the Grantee shall consider both: (a) funds provided through direct contracts with the Grantor; and (b) funds from the Grantor passed through another agency which has one or more contracts with the Grantee.
- B. Audit requirements: The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin statute s. 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specific in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of

services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (CFR), Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audits. The guidance also includes an annual Compliance Supplement that Details specific federal agency rules for accepting federal sub-awards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of @ CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
- The DHS Audit Guide is an appendix to SSAG and contains additional DHS-specific audit guidance for those entities meet the SSAG requirements. It also provides guidance for those entities that are not required to have Single Audit but need to comply with DHS Sub-recipient/contractor audit requirements. An audit report is due to the Grantor if a Sub-recipient/contractor receives more than \$25,000 in pass-through money from DHS as determined by Wisconsin Statute s. 46.036

C. *Source of Funding:* The Grantor shall provide funding information to all Sub-recipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package:* The Sub-recipient/contractor that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to the Grantor a reporting package which includes all of the following:

1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings. Corrective Action Plan and Management Letter (if issued).
3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
6. \*DHS Cost Reimbursement Award Schedule. This schedule is required by the Grantor of the Sub-recipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the Sub-recipient/contractor receives funding directly from DHS; if payment on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. \*Reserve Schedule is only required if the Sub-recipient/contractor is a non-profit and paid on a prospectively set rate.
8. \*Allowable Profit Schedule is only required if the Sub-recipient/contractor is a for-profit entity.
9. \*Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.

\*Note: These schedules are only required for certain types of entities or specific financial conditions. For Sub-recipient/contractors that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to the Grantor shall include all of the above items except items 4 and 5.

- E. Audit Due Date: Audits that must comply with 2CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. Sending the Reporting Package: Audit reports shall be sent by the auditor via email to Juneau County, [lchipman@co.juneau.wi.us](mailto:lchipman@co.juneau.wi.us) with "cc" to the Sub-Recipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. Access to Sub-recipient Records: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of the Grantor to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of the Grantor to conduct or arrange for other audit review of federal or state programs. The Grantor shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. Access to the Auditor's Work Papers: The auditor shall make audit work papers available upon request to the auditee, the Grantor or their designee as part of performing a quality review, resolving audit findings. Or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. Failure to comply with the Audit Requirements: the Grantor may impose sanctions when needed to ensure that auditees have complied with the requirements to provide the Grantor with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
1. The auditee did not have an audit.
  2. The auditee did not send the audit to the Grantor or another granting agency within the original or extended audit deadline.
  3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  5. The auditee does not cooperate with the Grantor or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. Sanctions: The Grantor will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
1. Requiring modified monitoring and/or reporting provisions;
  2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
  3. Disallowing the cost of audits that do not meet these standards;
  4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
  5. Charging the auditee for all loss of federal or state aid or for penalties assessed to the Grantor because the auditee did not comply with audit requirements;
  6. Assessing financial sanctions or penalties;
  7. Discontinuing contracting with the auditee; and/or
  8. Taking other action that the Grantor determines is necessary to protect federal or state pass-through funding.



## **XII. OTHER ASSURANCES**

- A. The Grantee shall notify the Grantor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Grantee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The Grantee shall notify the Grantor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Grant Agreement for which the Grantor has reimbursed or will reimburse the Grantee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. The Grantor may require written assurance at the time of entering into this Grant Agreement that the Grantee has in force and will maintain for the course of this Grant Agreement employee dishonesty bonding in a reasonable amount to be determined by the Grantor.
- D. The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Grantee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

## **XIII. RECORDS**

- A. The Grantee shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.
- B. The Grantee and its sub-grantees or subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the Grantor's records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee shall maintain and retain such records and financial statements for 6 years from the closeout of the contract in accordance with DHFS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation **MUST BE RETAINED** until the audit/dispute/litigation, and any associated appeal periods have ended.
- D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the Grantee's or the Grantor's responsibilities under this contract, is prohibited, except with the **INFORMED**, written consent of the eligible individual or the individual's legal guardian.

#### **XIV. AGREEMENT REVISIONS AND/OR TERMINATION**

A. Grantor and Grantee agrees to renegotiate this Agreement or any part thereof in such circumstances as:

- Increased or decreased volume of services;
- Changes required by State and Federal law or regulations, or court action; or
- Reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a renegotiated agreement under these circumstances is cause for either party to terminate this Agreement.

B. Grantee shall notify Grantor with a letter of Grantee's intent to not renew this Agreement at least 120 calendar days in advance of the proposed effective date.

C. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the Grantor and the Grantee attach an addendum or amendment to this agreement which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by the Grantor.

D. The Grantee shall notify the Grantor whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Grantor shall determine whether such inability will require revision or termination of this Agreement.

E. Either party may terminate this Agreement at any time, for failure to pay by providing a written notice to the other party at least 120 calendar days in advance of the intended date of termination and subject to the opportunity to cure as provided in Section XV.A. In the event of termination by either party, the Grantee shall be entitled to receive compensation for any payments owed under the agreement for deliverables and services provided, including actual service hours, as set forth in this Agreement, said payment to be made within 30 days' written notice to Grantor of amount due. Grantor shall be entitled to a refund for services paid for but not received or implemented, such refund to be paid within 30 days' written notice to the Grantee requesting the refund

#### **XV. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES**

A. Failure to comply of the terms of this Agreement may be considered cause for revision, suspension or termination of this Grant Agreement. Suspension includes temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure that suspends the Grantee's participation in the Agreement if the Grantor determines it is necessary to protect the interests of the Grantor.

B. Each Party to this Agreement shall provide written notice to the other party of all instances of non-compliance with the terms of this Agreement. Notice shall be given as soon as practicable but in no case later than 120 calendar days after the Party knows, or should have known, about the non-compliance. Upon receipt of the notice, the non-compliance Party has 120 calendar days to cure non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. Each Party shall provide the other Party with a plan to correct the non-compliance. Noticing Party may terminate contract upon other Party's failure to cure non-compliance within 120 calendar days receipt of notice on non-compliance.

- C. If Grantor or Grantee determines that non-compliance with the requirements in this Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance.
- D. If audits are not submitted when due, Grantor may take action as provided in the AUDITING REQUIREMENTS section of this Agreement.

**XVI. DISPUTE RESOLUTION**

If any dispute arises between Grantor and Grantee under this Agreement, including Grantor's or Grantee's finding of non-compliance, of the terms of this agreement other than non-payment as addressed in section XIV, the following process will be the exclusive administrative review.

- A. Grantor's and Grantee's Contract Administrators shall attempt in all good faith to resolve the dispute amicably.
- B. If the dispute cannot be resolved by and between the Contract Administrators, the parties shall engage the services of a qualified independent mediator mutually agreeable to the parties, who shall assist the parties in reaching an amicable resolution as promptly as possible.
- C. If the dispute is still not resolved, through mediation, then the parties shall submit the dispute to binding arbitration with an arbitrator who is mutually agreeable to the parties, and the costs of arbitration shall be divided and borne equally by the parties.

**XVII. FINAL REPORT DATE**

- A. The due date of the final fiscal report shall be 45 days after the Grant Agreement ending date.
- B. Expenses incurred during the Grant Agreement period but reported later than 45 days after the contract ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

**XVIII. INDEMNITY**

Grantor and Grantee agree they shall be responsible for any losses or expenses attributable to the acts or omissions of their officers, employees or agents.

**XIX. SURETY BOND**

The Grantor may require the Grantee to have a surety bond. The surety bond shall be in force for the period of the grant Agreement and shall be a reasonable amount to be determined by the Grantor. The amount of the bond shall be no less than the amounts of any pre-payments under this Agreement.

**XX. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A. This Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of Grantor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. Grantor and Grantee understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this

Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

**XXI. DEBARMENT OR SUSPENSION**


- A. The grantee certifies that neither the grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The grantee further certifies that potential sub recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment <http://www.epls.gov/>.

**XXII. ANTI-LOBBYING ACT**

- A. The Grantee shall certify to DHS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- B. The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/download/116430>. A completed disclosure must be provided upon Department request.

**XXIII. TIMELY CONTRACT SIGNING**

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Grantee's and Grantor's Authorized Representative on this Agreement (or addendum) exceeds thirty (30) days inclusive of the two signature dates.

  
\_\_\_\_\_  
Grantor's Contract Administrator

3/25/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee's Contract Administrator

\_\_\_\_\_  
Date

### CARS PAYMENT INFORMATION

The information below is used by the Grantor's CARS Unit to facilitate the processing and recording of payments made under this Agreement.

Agency Number 52  
Agency Type 225  
Municipality Code \_\_\_\_\_ (if applicable)  
Grant Period 1/1/2021 – 12/31/2021  
Grant Amount \$447,697 GPR and approx. \$428,502.00 FFP  
Agency Fiscal Year January 1 (month)  
Do we want to add EBS profile # Lori  
Profile ID# 560070 Amount \$ Reporting Profile CFDA Number  
Profile ID# 560074 Amount \$0 CFDA Number  
Profile ID# 560075 Amount \$ Reporting Profile CFDA Number  
Profile ID# 560080 Amount \$ Reporting Profile CFDA Number  
Profile ID# 560085 Amount \$ 0 Reporting Profile CFDA Number  
Profile ID# 560086 Amount \$ Reporting Profile CFDA Number  
Profile ID# 560090 Amount \$ Reporting Profile CFDA Number  
Profile ID# 560095 Amount \$ 0 Reporting Profile CFDA Number  
Profile ID# 560081,560087,560091 Amount \$ 0 CFDA Number  
Profile ID# 560082,560088,560092 Amount \$ 0 CFDA Number  
Profile ID# 560100 Amount \$447,697.00 GPR and approx. \$428,502.00 FFP CFDA  
++Number  
  
Program Name: Aging and Disability Resource Center of Eagle Country  
Federal Agency Providing Funds  
Funding %s:      %Federal      % State      100 % Local (if applicable)

#### Grant Payment Mailing Address:

Susan Blodgett  
ADRC Director, Baraboo Office  
505 Broadway  
Baraboo, WI 53913-2416