

**Greater Wisconsin Agency on Aging Resources, Inc. (GWAAR)**  
**County Grant Agreement**  
**Nutrition Services Incentive Program Grant**

**1. PARTIES**

- a. Greater Wisconsin Agency on Aging Resources, Inc. (the “Grantor”), is the agency responsible for overseeing the coordination and integration of social service programs. The Grantor’s principal address is 1414 MacArthur Rd, Suite A, Madison, WI 53714.
- b. The ADRC of Sauk County, (the “Grantee”) is engaged in the business of providing care and services desired by the Grantor, and the Grantee’s principal address is 505 Broadway, Baraboo, WI 53913.

**2. PURPOSE**

- a. This new Grant Agreement (Agreement) and Attachment(s) describe the terms and conditions under which the Grantee receives an award from the Grantor to carry out part of a State and/or Federal program.
- b. The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached appendices.
- c. Please refer to the [Manual of Policies, Procedures and Technical Assistance for The Wisconsin Aging Network](#) for requirements applicable to Older Americans Act program administration and other programmatic guidance.

**3. TERM OF AGREEMENT**

- a. This term of this agreement begins on October 1, 2021, through September 30, 2022.

**4. SERVICES**

- a. The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period.
- b. A detailed description of the Grantee objectives and documentation associated with those objectives is listed in **Exhibit IV** or in the “**Scope of Services**” if applicable to this contract.
- c. Grantor agrees to pay the Grantee, according to the terms and conditions of this Agreement in an amount not to exceed those listed in **Exhibit I**. This amount is contingent upon:
  - i. substantial compliance by the Grantee with all responsibilities identified in this Agreement, in accordance with State and Federal Laws.
  - ii. authorization of Wisconsin and Federal laws and availability of State and Federal funds; and approval of cost allocation plans and of expenditures for non-expendable personal property by State and Federal cost allocation.
- d. Grantor will not make payments for costs more than the Agreement amounts or for costs incurred outside the Agreement period. Further, Grantor will not make payments for costs that are

inconsistent with applicable State and Federal allowable cost policies.

- e. If required, a detailed budget breakdown and explanation is included as an Attachment, which is incorporated into this Agreement by reference.
- f. Contract Provisions for Non-Federal entity contracts under Federal awards are subject to 2 CFR Part 200 Appendix II.

## **5. CONTACT INFORMATION**

- a. The Grantor's Contract Administrator:

Robert Kellerman  
1414 MacArthur Road, Suite A  
Madison, Wisconsin 53714  
Telephone: 608-243-5670  
Fax: 866-813-0974  
Email: [Bob.Kellerman@gwaar.org](mailto:Bob.Kellerman@gwaar.org)

If the primary Contract Administrator is unable to administer this Agreement, the Grantor will contact the Grantee and designate a new Contract Administrator.

- b. The contact information for Grantee's Contract Administrator is:

Susan Blodgett  
ADRC of Sauk County  
505 Broadway  
Baraboo, WI 53913  
608-355-3289  
[sblodgett@co.sauk.wi.us](mailto:sblodgett@co.sauk.wi.us)

If the primary Contract Administrator is unable to administer this Agreement, the Grantee will contact the Grantor and designate a new Contract Administrator.

## **6. PAYMENT FOR SERVICES**

- a. Payments will be made monthly based on expense reports submitted by the Grantee on the form provided and, in the manner, required by Grantor. The Grantee shall report only allowable costs plus any required matching funds stipulated in the reporting instructions for this grant which are incorporated by reference. See Wisconsin Department of Health and Services' [Allowable Cost Policy](#).
- b. If the Grantor determines, after notice to Grantee and opportunity to respond, that payments were made that exceeded allowable costs or grant amount, the Grantee shall refund the amount determined to be in excess within 30 days of invoicing or notification by Grantor. The Grantor may, at its sole discretion, 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.

- c. Payments to the Grantee shall not exceed the total Agreement award.
- d. Grantor shall attempt to mail all payments for services for those expense reports received by the 10th of the month within 40 days. Checks will be mailed to the Grantee's principal business address unless the Grantee requests, in writing, subject to approval, that the Grantor mail the checks to a different address.

## **7. REPORTING**

- a. The Grantee shall comply with the Grantor's program reporting requirements as specified in the applicable Attachment of this Agreement. The Grantor's fiscal claim form can be found on the GWAAR [Fiscal SharePoint Site](#), and Grantee's should check this website each month to ensure they have the most up-to-date version of the Grantor's fiscal claim form.
- b. The **required monthly** fiscal claim reports shall be forwarded to the Grantor's Contract Administrator at [fiscal@gwaar.org](mailto:fiscal@gwaar.org) by the 5<sup>th</sup> of **each month** of the contract period, including a final report by the 1<sup>st</sup> Monday in March, following the contract period, to include any delinquent claims not captured in the last months claim of the contract period. Any claims submitted after the 1<sup>st</sup> Monday in March, following the contract period, will be reviewed on a case-by-case basis as to whether they are reimbursed.

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

- a. The Grantee agrees to meet State of Wisconsin and Federal laws, rules and regulations, and program policies applicable to this Agreement.
- b. The Grantee will be acting in its independent capacity and not as an employee of Grantor. Grantee shall not be deemed or construed to be an employee of Grantor for any purpose.
- c. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco-smoke in any portion of a facility owned, leased, or granted for by an entity which receives Federal funds, either directly or through the State of Wisconsin, for the purpose of providing services to children under the age of 18.

## **9. AFFIRMATIVE ACTION**

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

appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

- ii. The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement **unless they meet one of the following exemptions:**
  1. If the contractor's grant agreement is for less than \$50,000.00, the contractor is automatically exempt.
  2. If the contractor has less than fifty (50) employees, the contractor is a foreign company with a work force of less than fifty (50) employees in the United States, or the contractor is a federal government agency or a Wisconsin municipality, the contractor is exempt. *Procedure:* If exempt for one of these reasons, the contractor must submit a [Request for Exemption from Submitting Affirmative Action Plan](#).
  3. If the contractor has a balanced work force and is exempt, the contractor must submit a "[Request for Exemption from Submitting Affirmative Action Plan](#)", its "Contractor Workforce Analysis, supporting labor market information\*", its "Contractor's Subcontractor List" and a copy of its Equal Employment Opportunity Policy Statement.
 

\*Labor Market Information: The contractor must have labor market data to determine if it has a balanced work force. If the contractor does not have this data, it can be found on the [Wisconsin WORKnet site](#), which contains information from the Department of Workforce Development's Office of Economic Advisors, at. The contractor may also obtain this data from State Job Service Offices which are listed in local telephone directories under State Government "Job Service" or "Employment Security" or from the regional U.S. Office of Federal Contract Compliance Programs (OFCCP).
  4. If the Contractor's Affirmative Action Program was audited by the U.S. Office of Federal Contract Compliance Programs (OFCCP) within the last year and deemed compliant, the contractor is exempt. *Procedure:* If exempt for this reason, the contractor must submit a "Request for Exemption from Submitting Affirmative Action Plan" (Form DOA-3024, next page), a copy of OFCCP's Acceptance/Compliance Letter, its "Contractor's Subcontractor List" (Form DOA-3023, page 15), and a copy of its Equal Employment Opportunity Policy Statement. See "Equal Employment Opportunity and Affirmative Action Policy Statement" (pages 6-7) for preparation instructions.
  5. If a rare situation exists for an emergency or to meet special contracting requirements, the Coordinator of the Contract Compliance Program, on the recommendation of a contracting state agency, may exempt a contractor from Affirmative Action Plan requirements.
- iii. The Grantee must submit its [Affirmative Action Plan](#) or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services  
 Division of Enterprise Services  
 Bureau of Strategic Sourcing  
 Affirmative Action Plan/CRC Coordinator  
 1 West Wilson Street, Room 672  
 P.O. Box 7850

Madison, WI 53707

[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

## 10. CIVIL RIGHTS COMPLIANCE

- a. The Grantee as a recipient of federal financial assistance in programs or activities funded by the United States Department of Health and Human Services, under Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, Wis. Stat. § 16.765, Wis. Stat. § 51.01 (5) the Grantee, in connection with the performance of work under this Contract shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to participants, whether carried out by the Grantee directly or through a sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- b. The Grantee as a recipient of federal financial assistance in programs or activities funded by the United States Department of Agriculture, under Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, Title II, Subtitle A, and 45 C.F.R. Part 91, and applicable FNS directives and guidelines, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.
- c. The Grantee shall ensure the establishment of safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- d. The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Contract:
  - i. If you receive Federal financial assistance through a State Agency for a Federally funded program or activity, you are a recipient and must provide an assurance to the State Agency of

- your compliance with civil rights requirements by submitting a CRC LOA.
- ii. Generally, if you provide services to clients or customers for a State Agency under a Federally funded program, the CRC LOA is required. If you perform services for a State Agency unrelated to a federal program (e.g., services such as cleaning a state facility or IT-related services not for member enrollment), a CRC LOA is not required. If you are not sure whether this provision applies to you, you should contact the CRC Officer for the appropriate State Agency.
  - iii. An entity or individual that only provides goods directly to a State Agency does not have to submit CRC LOA. If you have a contract to provide goods for a federal program or activity that are delivered to a member or participant as part of that program, you will be required to submit a CRC LOA. If you are not sure whether this provision applies to you, you should contact the CRC Compliance Officer for the appropriate State Agency.
  - iv. That means, all recipients, regardless of the size of their workforce or the amount of the contract, grant, or agreement, must complete and submit a CRC LOA and the appropriate appendices to a State Agency (explained below).
  - v. Like recipients, subrecipients are required to comply with CRC requirements. Recipients are responsible for obtaining assurances of compliance from their subrecipients. The CRC LOA for State Agencies may be used by recipients with their subrecipients. Subrecipients must complete a CRC LOA or similar assurance.
- e. The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Strategic Sourcing  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 672  
P.O. Box 7850  
Madison, WI 53707  
-or-  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

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

## **11. PRIVACY AND CONFIDENTIAL INFORMATION**

### **a. Definitions used in this section:**

- i. "Confidential Information" means all tangible and intangible information and materials

accessed or disclosed in connection with the Grant Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information.
  2. Individually Identifiable Health Information.
  3. non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon: or
  4. information designated as confidential in writing by the State.
- ii. "Individually Identifiable Health Information: means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- iii. "Personally Identifiable Information on PII" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
1. the individual's Social Security number.
  2. the individual's driver's license number or state identification number.
  3. the individuals date of birth.
  4. the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account.
  5. the individual's DNA profile.
  6. the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation.
  7. or any other information protected by state or federal law.
- b. The Grantee shall not use the Confidential Information for any purpose other than the limited purposes set forth in the Grant, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Grant and who have been apprised of, and agree to maintain, the confidential nature of such information according to the terms of this Grant.
- c. Grantee shall institute and/or maintain such security procedures as are commercially reasonable to maintain the confidentiality of the confidential information and shall apply the same level of care as it employs to protect its own confidential information of like nature.
- d. **Safeguards.** The Grantee shall use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of confidential information other than as provided by this Agreement. Confidential information will be shared in a secure manner, and data will only be stored on a secure server or encrypted device.



- e. The Grantee shall ensure that all identifying marks of confidentiality contained on or included in any item of confidential information shall be reproduced by the Grantee on any reproduction, modification, or translation of such confidential information. If requested by the Grantor, Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain confidential information of the Grantor, as directed.
- f. **Legal Disclosure.** If the Grantee or any of its Representatives shall be under a legal obligation in any administrative, regulatory, or judicial circumstance to disclose any confidential information, the Grantee shall give Grantor prompt notice thereof (unless it has a legal obligation to the contrary) so that Grantor may seek a protective order or other appropriate remedy. If such protective order is not obtained, the Grantee and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the confidential information in a manner reasonably designed to preserve its confidential nature.
- g. **Reporting.** The Grantee shall report to Grantor Grant Administrator within five (5) business days upon becoming aware of any use or disclosure of information not authorized by this Agreement or applicable law.
- h. **Indemnification and Hold Harmless.** In the event of any third-party civil action based in whole or in art on a cause of action for damages resulting from improper use or disclosure of the confidential information covered by this Agreement provided to the Grantee by Grantor, the Grantee agrees to indemnify Grantor for costs associated arising from use or disclosure of data by the Grantee in a manner not permitted under State/Federal law and hold Grantor or its successors harmless from any damages resulting from such claims to the extent allowed by Wis. Stat. §§ 893.82 and 895.46.
- i. **Compliance Review.** Grantor may conduct a compliance review of the Grantee's security procedures to protect confidential information under Section 17 (the audit section) of this Agreement.
- j. **Effects of Termination.** Upon termination, cancellation, expiration or other conclusion of the Agreement, the Grantee shall within 30 days, provide written documentation to the Grantor Grant Administrator certifying that it has confidentially destroyed all copies of confidential information provided by Grantor remaining in the Grantee's possession. The terms and provisions of this Agreement that protect such information shall survive the termination of this Agreement, and such information shall be used or disclosed solely for such purpose or purposes for which it was intended under this Agreement.
- k. **Survival.** This section (11.) shall survive the termination of the Agreement.

## 12. SUB-GRANT or SUB-CONTRACT

- a. The Grantor reserves the right of approval of any Grantee's further contracts, grants, contractors, or Grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or Grantees to Grantor. A change in any further contractor or Grantee



or a changed from a direct service provision to a further contractor or Grantee may only be executed with the prior written approval of Grantor. In addition, Grantor approval may be required regarding the terms and conditions of any further contracts or grants, and the further contractor or Grantee selected. Approval of any further contracts, grants, contractors, or Grantees will be withheld if Grantor reasonably believes that the intended further contractor or Grantee will not be a responsible contractor or Grantee in terms of services provided and costs billed.

- b. The Grantee retains responsibility for fulfillment of all terms and conditions of this Grant Agreement when it enters any further contract or grant and will be subject to enforcement of the terms and conditions of this Agreement.

### **13. 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 (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- b. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- c. If a state public official (*see*, Wis. Stat. § 19.42), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls at least 10% interest is a party to this Grant Agreement; and, if this Grant Agreement involves a payment for more than \$3,000 within a 12-month period, this Grant Agreement is void unless appropriate written disclosure is made according to Wis. Stat. § 19.45(6), before signing the Grant Agreement. Written disclosure, if required, must be made to the state of Wisconsin Government Accountability Board at:

Wisconsin Ethics Commission  
P.O. Box 7125  
Madison, WI 53707-7125  
Fax: 608-264-9319

- d. If Grantee or any sub-contractor is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Wis. Stat. Ch's. 180 and 181, Wisconsin Statutes, relating to foreign corporations.
- e. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, and not to replace or allow for the release of available local (Grantee) funds for alternative uses.

### **14. ACCOUNTING REQUIREMENTS**

- a. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by the Grantor as defined in Section 6 of this agreement, and support expenditure reports submitted to the Grantor.

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

## **15. CHANGES IN ACCOUNTING PERIOD**

- a. The Grantee shall notify the Grantor of any change in its accounting period and provide proof of Internal Revenue Service (the "IRS") approval for the change.
- b. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- c. A change in accounting period shall not relieve the Grantee of reporting or audit requirements of this Grant Agreement. An audit meeting the requirements of this agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## **16. PROPERTY MANAGEMENT REQUIREMENTS**

- a. Property insurance coverage will be provided by the 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 Grantor shall have all ownership rights in any computer hardware funded under this Agreement. Grantor shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement, in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Agreement.
- c. The Grantee agrees that if any materials are developed under this Agreement, the Grantor 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.

## **17. AUDIT REQUIREMENTS**

- a. Unless waived by the Grantor, the Grantee shall submit an annual audit to the Grantor if the total annual funding provided by the Grantor (from all of its Divisions or subunits if taken collectively) through this and other contracts is \$100,000 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. The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statute § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
  - i. 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.
  - ii. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 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.
  - iii. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS Sub-recipient/contractor audit requirements. An audit report is due to DHS if a Sub-recipient/contractor receives more than \$25,000 in pass-through money from DHS as determined by Wisconsin Statute § 46.036.
- c. Grantor shall provide funding information to all Subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state, and local funds constituting the agreement.
- d. 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 Grantor a reporting package which includes all the following:
  - i. 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.
  - ii. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan, and the Management Letter (if issued)
  - iii. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
  - iv. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
  - v. 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.
- vi. DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if 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 is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
- vii. Reserve Schedule is only required if the sub-recipient/contractor is a non-profit and paid on a prospective set rate.
- viii. Allowable Profit Schedule is only required if the Sub-recipient/contractor is a for-profit entity.
- ix. Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.
- x. 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 Grantor shall include all the above items except items 4 and 5.
- xi. Audits that must comply with 2 CFR 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.
- xii. Audit reports shall be sent by the auditor/Grantee to the Grantor at the following address:

Fiscal Manager  
 Greater Wisconsin Agency on Aging Resources, Inc.  
 1414 MacArthur Road, Suite A  
 Madison, WI 53714

- e. 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 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 Grantor to conduct or arrange for other audits or review of federal or state programs. Grantor shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- f. The auditor shall make audit work papers available upon request to the auditee, 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.
- g. Grantor may impose sanctions when needed to ensure that auditees have complied with the requirements to provide 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:

- i. The auditee did not have an audit.
  - ii. The auditee did not send the audit to Grantor or another granting agency within the original or extended audit deadline.
  - iii. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  - iv. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  - v. The auditee does not cooperate with 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.
- h. Grantor will choose sanctions that suit the circumstances and promote compliance and/or corrective action. Possible sanctions may include:
- i. Requiring modified monitoring and/or reporting provisions.
  - ii. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance.
  - iii. Disallowing the cost of audits that do not meet these standards.
  - iv. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee.
  - v. Charging the auditee for all loss of federal or state aid or for penalties assessed to Grantor because the auditee did not comply with audit requirements.
  - vi. Assessing financial sanctions or penalties.
  - vii. Discontinuing contracting with the auditee; and/or taking other action that Grantor determines is necessary to protect federal or state pass-through funding.
  - viii. An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by Grantor upon written request from the Sub-recipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause. The auditee shall ensure that its auditor contacts Grantor prior to beginning the audit. Grantor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, because of the additional testing requested by Grantor, is the responsibility of the auditee. Grantor may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Grantor may require that the auditor annualizes revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

## 18. OTHER ASSURANCES

- a. The Grantee shall notify 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 more than 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 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 up to \$500,000.

## **19. RECORDS**

- a. Grantee shall maintain both written and electronic records as required by State and Federal law and as required by program policies.
- b. The Grantee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of Grantor's records that Grantee accesses to provide the services under this agreement.
- c. The Grantee and its Sub-Grantee(s) or Sub-contractor(s) will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DHS, its authorized agents, and Federal agencies, to confirm the Grantee's compliance with the specifications of this agreement.
- d. The Grantee agrees to retain and make available to Grantor all program and fiscal records for six (6) years after the end of the Agreement period.
- e. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for purpose not connected with the administration of the Grantee's or Grantor's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian, unless otherwise required by law or court order.
- f. In the spirit of transparency and notwithstanding any provisions to the contrary in the Grantee's bylaws or other corporate records, The Grantee, upon the Grantor's request shall submit minutes of

Grantee's board of directors/supervisor's meetings, notices of such board meetings, agendas for such board meetings and such other corporate and financial records as the Grantor may reasonably request. Further, the Grantee shall allow a representative of the Grantor the opportunity to attend and participate in all meetings of the Grantee's board of directors/supervisors.

## 20. AGREEMENT REVISIONS AND/OR TERMINATION

- a. The Grantee agrees to re-negotiate this agreement with the Grantor the terms and conditions of this Grant Agreement or any part thereof in such circumstances as:
  - i. Increased or decreased volume of services
  - ii. Changes required by State and Federal law or regulations, or court action; or
  - iii. Increase or reduction in the monies available affecting the substance of this Grant Agreement.
- b. Failure to agree to a re-negotiated Grant Agreement under these circumstances is cause for Grantor to terminate this Grant Agreement.
- c. This Agreement can be terminated for any reason by a 30-day written notice by either party.
  - i. **Termination for Cause.** Grantor may terminate this Agreement after providing the Grantee with 30 calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement. The Grantee may terminate this Agreement after providing Grantor with 30 calendar days written notice of Grantor's right to cure its failure to perform under the terms of this Agreement. Upon the termination of this Agreement for any reason or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.
  - ii. **Termination for Convenience.** Either party may terminate this Agreement at any time, without cause, by providing a written notice to the other party at least 30 calendar days in advance of the intended date of termination. In the event of termination for convenience by the Grantee, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by Grantor. In the event of termination for convenience by Grantor, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement for deliverables that have been approved and accepted by Grantor and may be compensated for partially completed services that have value for Grantor going forward. In this event, compensation for such partially completed services shall be no more than the percentage of the completion of the services requested, at the sole discretion of Grantor, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of Grantor, the Grantee may be compensated for the actual service hours provided. 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.
  - iii. **Agreement Cancellation.** Grantor reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for the Grantee to cure if the Grantee:
    1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
    2. makes an assignment for the benefit of creditors.



3. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66.
  4. Incurs a delinquent Wisconsin tax liability.
  5. Fails to submit a Nondiscrimination or Affirmative Action Plan as required herein.
  6. Fails to follow the nondiscrimination or affirmative action requirements of Wis. Stat. §§ 111.31-111.395 (Wisconsin's Fair Employment Law).
  7. Becomes a State or Federally debarred Supplier/Grantee.
  8. Is excluded from Federal Grants.
  9. Fails to maintain and keep in force all required insurance, permits, and licenses as provided in this Agreement.
  10. Fails to maintain the confidentiality of the State's information that is confidential information, proprietary, or containing PII, or otherwise breaches the terms of the Business Associate Agreement (if applicable).
  11. If at any time the Grantee's performance threatens the health or safety of a state employee, citizen, or customer.
- d. At the request of Grantor, this Agreement may transition upon termination or expiration.
- i. **Transition Plan.** Within 15 business days of a Termination for Cause notice, the Grantee shall develop a plan for the complete transition of the Grantee's responsibilities to Grantor or to a successor Grantee. The plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information, including paper and electronic files, held by the Grantee or its Sub-Grantee or Sub-contractor. The Transition Plan is subject to approval by Grantor.
  - ii. **Transition Responsibilities.** The parties acknowledge that the continuing provision of high-quality services requires that there be no disruption of services during a transition from the Grantee to Grantor or to a successor Grantee, if any, at the expiration or termination of this Agreement. Accordingly, the Grantee will cooperate fully in providing for an orderly and controlled transition to Grantor or to a successor Grantee and will minimize any disruption in the services to be performed under this Agreement.
  - iii. **Continuation.** Notwithstanding any other provision in this Agreement, the Grantee shall continue providing Agreement services until Grantor determines that Grantor or a successor Grantee is prepared to fully assume the Grantee's duties and obligations under this Agreement. All the terms and conditions of the Agreement will apply during this period except that subject to the Agreement's maximum reimbursement, the Grantee will be reimbursed 100 percent (100%) of the costs reported on each monthly expenditure report for the period following the date at which the Agreement was to expire or the date at which the Agreement was to terminate after notice.
  - iv. **Staff.** The Grantee shall maintain the staffing requirements in this Agreement until Grantor, or a successor-Grantee fully assumes the Grantee's responsibilities under this Agreement. The Grantee shall not restrict its employees from becoming employees of Grantor or of a successor Grantee, except to the extent necessary for the Grantee to fulfill its obligations during the transition period.
  - v. **Management.** The Grantor Grant Administrator will oversee the transition by coordinating transition activities and approving the transition plan. The Grantee shall designate a person responsible for coordinating its transition responsibilities and will assign staff as Grantor determines is necessary to assist in the transition. Status meetings, including staff from all parties involved in the transition, will be held as frequently as

Grantor determines is necessary.

1. This Agreement may be revised by mutual agreement. The revision will be effective only when Grantor and Grantee attach a modification of Agreement to this agreement, which is signed by the authorized representatives of both parties unless the revision is to add funds.
2. The Grantee shall notify Grantor whenever it is unable to provide the quality or quantity of services required. Upon such notification, Grantor shall determine whether such inability may require revision or termination of this Agreement.
3. Grantor reserves the right to reduce the total amount of the funds due to substantial under spending by the Grantee. All such Agreement reductions will become effective upon 30 days written notice to the Grantee and shall not relieve the Grantee of any programmatic requirements.

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

- a. Failure to comply with any part of this Grant Agreement may be considered cause for revision, suspension, or termination of this Grant Agreement. Suspension includes withholding part or all the payments that otherwise would be paid the Grantee under this Grant Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Grant Agreement and any other measure that suspends the Grantee's participation in the Grant Agreement if the Grantor determines it is necessary to protect the interests of the State of Wisconsin.
- b. The Grantee shall provide written notice to the Grantor of all instances of non-compliance with the terms of this Agreement by the Grantee or any of its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the non-compliance. The written notice shall include information on reason for and effect of the non-compliance. Grantee shall provide Grantor with a plan to correct the non-compliance.
- c. If Grantor determines that non-compliance with the Agreement has occurred, or continues to occur, it shall demand immediate correction of continuing non-compliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement or imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- d. If required statistical data, reports, and other required information, other than audits, are not submitted when due, Grantor may withhold all payments that otherwise would be paid the Grantee under this Grant Agreement until such time as the reports and information are submitted.

## **22. DISPUTE RESOLUTION**

- a. If any dispute arises between Grantor and Grantee under this Agreement, including Grantor's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.
  - i. **Informal Review:** The Grantor's and Grantee's Contract Administrators will attempt to resolve the dispute. If a dispute is not resolved at this Step, then a written statement to this effect must be signed and dated by both Contract Administrators. The written statement must include all the following:

1. A brief statement of the issue.
  2. The steps that have been taken to resolve the dispute; and
  3. Any suggested resolution by either party.
- ii. **Division Administrator's Review:** If the dispute cannot be resolved by the Contract Administrators, the Grantee may ask for review by the Administrator of the Division in which the Grantor's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department. A request under this Step must be received by the Division Administrator (or Deputy Secretary) within 14 days after the dated of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
  - iii. **Secretary's Review:** If the dispute is unresolved at Step B, the Grantee may request a Final Review by the Secretary of the Department. A request under this Step must be received by the Office of the Secretary within 14 days after the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.
  - iv. **Review by Courts:** Notwithstanding the administrative review provisions set forth above, the Grantor and Grantee under this Agreement are not waiving their rights to pursue legal remedies in a court of law, including dispute resolution.

## 23. FINAL REPORT DATE

- a. The due date of the final fiscal report shall be the 1<sup>st</sup> Monday in March after the Grant Agreement ending date.
- b. Expenses incurred during the Grant Agreement period but reported later than the 1<sup>st</sup> Monday in March after the contract ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement, unless determined allowable by the Grantor.

## 24. INDEMNITY

- a. To the extent authorized under State/Federal laws, the Grantor and Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney fees) attributable to the acts or omissions of their officers, employees, or agents.

## 25. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. This Grant Agreement is contingent upon authority granted under the laws of the State of Wisconsin and United States of America, 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.
- b. The 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.

## **26. DEBARMENT OR SUSPENSION**

- a. The Grantee certifies neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for debarment federal financial assistance (e.g., but not limited to, General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Grantee further certifies that potential sub recipients, contractors, and any of their principals are not debarred, suspended, or proposed for debarment.

## **27. GOVERNING LAW**

- a. This agreement shall be governed by the laws of the State of Wisconsin.

## **28. SEVERABILITY**

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

## **29. ASSIGNMENT**

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

## **30. ANTI-LOBBYING ACT**

- a. The Grantee shall certify to Grantor 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/forms/download/116430>. A completed disclosure must be provided upon Department request.

## **31. DRUG FREE WORKPLACE**

- a. The Grantee, agents, employees, Sub-Grantees or Sub-contractors under *this* Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

## **32. MULTIPLE ORIGINALS**

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

**33. CAPTIONS**

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

**34. SPECIAL PROVISIONS, IF APPLICABLE**

- a. The following special provisions are required:
- i. Match Requirements: See Exhibit I

**35. NULL AND VOID**

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

**36. FUNDING CONTROLS**

<b>Funding Control</b>	<b>Explanation</b>
3-month	Payments through June 30 of the contract year are limited to 3/12 <sup>th</sup> of the contract with balance paid after July 1 of the contract year based on reported costs up to the contract amount.
4-month	Payments through June 30 of the contract year are limited to 4/12 <sup>th</sup> of the contract with balance paid after July 1 of the contract year based on reported costs up to the contract amount.
5-month	Payments through June 30 of the contract year are limited to 5/12 <sup>th</sup> of the contract with balance paid after July 1 of the contract year based on reported costs up to the contract amount.
6-month	Payments through June 30 of the contract year are limited to 6/12 <sup>th</sup> of the contract with balance paid after July 1 of the contract year based on reported costs up to the contract amount.
9-month	Payments through June 30 of the contract year are limited to 9/12 <sup>th</sup> of the contract with balance paid after July 1 of the contract year based on reported costs up to the contract amount.
N/A	Profile does not require funding control.

**<REMAINDER OF PAGE INTENTIONALLY LEFT BLANK>**

**Greater Wisconsin Agency on Aging Resources, Inc. (GWAAR)  
County Grant Agreement  
Nutrition Services Incentive Program Grant**

**DHS Grant Agreement No.: 435100-G22-143120-290 X2**  
**DPH Contract No.:**

**Grantee: Complete FEIN Information**

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**Grantee Contact Information**

Name: ADRC of Sauk County  
Authorized Representative: Susan Blodgett  
Telephone: 608-355-3289  
Email: [sblodgett@co.sauk.wi.us](mailto:sblodgett@co.sauk.wi.us)  
Grantee FEIN: 39-6005740

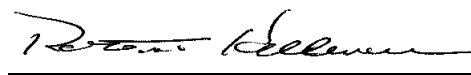
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Grantor: Greater Wisconsin Agency on Aging Resources, Inc.	Agreement Amount: <b>(See Exhibit I)</b>
Grant Administrator: Robert Kellerman	
Telephone: <b>608-243-5672</b>	Agreement Period: <b>10/1/2021-09/30/2022</b>
Email: <a href="mailto:bob.kellerman@gwaar.org">bob.kellerman@gwaar.org</a>	

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

DocuSigned by:  <small>0A0B3AC690D7404...</small> Grantee's Authorized Representative Signature  Administrator Title: _____	1/12/2022   5:54 PST _____ Date Signed
--	--

 _____ Grantor's Authorized Representative Signature Authorized Representative Name: Robert Kellerman – Executive Director <b>Executive Director/Greater Wisconsin Agency on Aging Resources, Inc.</b>	<u>12-30-2021</u> _____ Date Signed
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## Exhibit II Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure of Lobbying Activities,"](#) in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Grantee

By: Brent R. Miller  
Print name of official authorized to sign certification

DocuSigned by:  
Brent Miller  
0A0B9AC090D7404...  
Signature of official authorized to sign certification

1/12/2022 | 5:54 PST

Date Signed

Older Americans Act Program  
Nutrition Services Incentive Program (NSIP)

**Exhibit III**  
**Certification Regarding Debarment and Suspension**

Federal Executive Order (E.O.) 12549 “Debarment” requires that all GRANTEEs receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: <https://www.sam.gov/SAM/> and <https://acquisition.gov/far/index.html> (see section 52.209-6).

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

Grantee

By: Brent R. Miller  
Print name of official authorized to sign certification

DocuSigned by:  
Brent Miller  
0A0B3AC000D7404...  
Signature of official authorized to sign certification  
076165513

1/12/2022 | 5:54 PST

Date Signed

DUNS Number (Dun & Bradstreet, if applicable)

**Exhibit IV – NSIP**

Developed by GWAAR Fiscal

**Nutrition Services Incentive Program (NSIP)  
Scope of Services**

*Source: “A Manual of Policies, Procedures, And Technical Assistance for The Wisconsin Aging Network” (Last Revised June 30, 2011)*

**8.3.3 – Funding Source: Nutrition Services Incentive Program (NSIP)**

*OAA Sec. 311:*

*“(a) The purpose of this section is to provide incentives to encourage and reward effective performance by States and Tribal organizations in the efficient delivery of nutritious meals to older individuals.*

*(b) (1) The Secretary of Agriculture shall allot and provide in the form of cash or commodities or a combination thereof (at the discretion of the State) to each State agency with a plan approved under this title for a fiscal year, and to each grantee with an application approved under the Title VI for such fiscal year, an amount bearing the same ratio to the total amount appropriated for such fiscal year under subsection € as the number of meals served in the State under such plan approved for the preceding fiscal year (or the number of meals served by the Title VI grantee, under such application approved for the preceding fiscal year), bears to the total number of such meals served in all State by all Title VI grantees under all such plans and applications approved for such preceding fiscal year.*

*(d) (4) Each state agency and Title Vi grantee shall promptly and equitably disburse amounts received under this subsection to recipients of grants and contracts to purchase domestically produced foods for their nutrition projects.*

*(5) Nothing in this subsection shall be construed to authorize the Secretary or the Assistant Secretary to require any State agency or Title IV grantee to elect to receive cash payments under this subsection.”*

NSIP funds are a resource to the program which allow the program to increase the number and/or quality of meals served. Wisconsin has opted for cash payments in lieu of donated foods; this decision was based on the preferences of the nutrition program directors.

**8.3.3.1 – OAA Law and Federal regulation Requirements for NSIP funds:**

(1) Only Title III County and Tribal nutrition program grantees receive NSIP funds.

(2) County/Tribal nutrition programs shall use the funds to purchase foods for use in the program meals.

(3) Nutrition Program shall report counts of eligible meals to the AAA as required for the purposes of NSIP.

## **Exhibit IV – NSIP**

Developed by GWAAR Fiscal

- (4) Each program shall develop and utilize a system for documenting eligible meals. Acceptable methods for documenting meals served include obtaining signatures daily from participants receiving meals; or maintaining a daily or weekly route sheet signed by the driver which identifies the client's name, address and number of meals served to them.
- (5) Records documenting eligible meals shall be maintained for a period of three years.

### **8.3.3.2 – NSIP Meal Count: Eligible Meals**

An annual meal count shall be submitted by BADR to AoA in November of each year and will include all eligible meals served during the previous federal fiscal year (FFY), October 1 through September 30. This meal count will be used by AoA to calculate NSIP grants for the next FFY.

For a meal to be included in the NSIP meal count, all of the following conditions must be met:

- (1) Meal shall provide one-third the daily recommended dietary allowance (RDA).
- (2) Meal shall be served to eligible individuals age 60 or over, or other persons made eligible by the OAA Law (see Section 8.4.7 of this chapter regarding eligibility in the [Manual of Policies, Procedures and Technical Assistance for The Wisconsin Aging Network](#) ).
- (3) Meal shall be served by an agency that has received a grant under the provisions described in OAA Law.
- (4) The nutrition dining center shall comply will all requirements for the Title III-C program, including offering the meal on a donation basis, and must be under the jurisdiction, control, management, and audit authority of the Title-III network.

Meals served to an elderly individual under COP or another means-tested program (i.e., Managed Care Organizations (MCO)) **cannot** be included in the NSIP count.

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*Source: The National Resource Center on Nutrition & Aging - [Nutrition Services Incentive Program of the Older Americans Act and States](#)*

## **6. How may NSIP allocations be used?**

NSIP allocations may only be used to purchase domestically produced food such as milk, fruit, vegetables, protein products, etc. that are used in a meal. NSIP allocations may not be used to pay for administration or other nutrition services such as education or counseling. NSIP allocation may not be used to buy bags of groceries for program participants. Bags of groceries do not constitute a meal.

NSIP allocations may be used to pay for a portion of each meal such as specific food items like milk or a protein product. Programs may allocate a percentage of funds from NSIP to pay for a portion or total cost of a meal. To ensure that the entire NSIP allocation is spent, the financial office may use the NSIP funds to pay for a larger portion of previously served meals so that all the allocation is spent.

**Exhibit V – Federal Award Information**

<b>DHS Profile Number</b>	<b>560422</b>
<b>FAIN</b>	2201WIOANS
<b>Federal Award Date</b>	09/03/021
<b>Subaward period of Performance Start Date</b>	10/01/2022
<b>Subaward period of Performance End Date</b>	09/30/2022
<b>Federal Award Project Description</b>	Older Americans Act Nutrition Services Incentive
<b>Federal Awarding Agency Name (Department)</b>	Administration for Community Living (ACL)
<b>DHS Awarding Official Name</b>	Debra K. Standridge
<b>DHS Awarding Official Contact</b>	608-266-9622
<b>CFDA Number</b>	93.053
<b>CFDA Name</b>	Nutrition Services Incentive Program
<b>R&amp;D?</b>	No
<b>Indirect Cost Rate</b>	0.07

**Certificate Of Completion**

Envelope Id: 3AB412FA2674486FB80FF3ECE3362146

Status: Completed

Subject: Please DocuSign: 740-22 NSIP Exhibit I - Allocation.pdf, 740-22-Contract-NSIP.docx, Exhibit II...

Source Envelope:

Document Pages: 27

Signatures: 3

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Patrick Metz

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Madison, WI 53714

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patrick.metz@gwaar.org

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**Signer Events**

Brent Miller

brent.miller@saukcountywi.gov

Administrator

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ID: 2545acb3-aa91-4388-90ea-6e9579e50209

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

Sue Blodgett - Director

sblodgett@co.sauk.wi.us

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