

Contract Cover Sheet

Res 486

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES		Contract/Addendum #: HS-81 12965			
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS		Contract Addendum			
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number			
3. Term of Contract or Addendum: 1-1-17 to 12-31-17		<input type="checkbox"/> POS <input type="checkbox"/>			
4. Amount of Contract or Addendum: 40,000		<input type="checkbox"/> Grant <input type="checkbox"/>			
5. Purpose: NA – Not required when Human Services signs.		<input type="checkbox"/> Co Lease <input type="checkbox"/>			
6. Vendor or Funding Source: Workforce Development Board (WDB)		<input type="checkbox"/> Co Lessor <input type="checkbox"/>			
7. MUNIS Vendor Code: 27348		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>			
8. Bid/RFP Number:		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>			
9. Requisition Number:		<input type="checkbox"/> Property Sale <input type="checkbox"/>			
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Other <input type="checkbox"/>			
11. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
12. Account No. & Amount, Org & Obj. _____ Amount \$ _____					
Account No. & Amount, Org & Obj. _____ Amount \$ _____					
Account No. & Amount, Org & Obj. _____ Amount \$ _____					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____					
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. Res 486 If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____					
15. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Director's Approval: <i>Symon Green</i>					
Human Services Only	a. Dane County Res. #	Approvals		Initials	Date
	b. HSD Res. ID#	g. Accountant		<i>cc</i>	1-11-17
	c. Program Manager Name	h. Supervisor		<i>Lee</i>	1/11/17
	d. Current Contract Amount	i. To Provider		<i>SL</i>	1-23
	e. Adjustment Amount	j. From Provider		<i>SL</i>	
	f. Revised Contract Amount	k. Corporation Counsel		<i>SL</i>	1/24/17
Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name/Address	
<i>Mg</i> Received		1-30-17		Contact Person	
<i>cc</i> Controller			2/2/17	Phone No.	
N/A Corporation Counsel	See "k" above			E-mail Address	
<i>SL</i> Risk Management		2/2/17	2/2/17		
<i>cc</i> Purchasing		2/3/17	2/3/17		
County Executive					

Footnotes: **BAF 17027**
1.
2.

Return to: Name/Title: Spring Larson, CCA Phone: 608-242-6391 E-mail Address: Larson.spring@countyofdane.com	Dept.: Human Services Mail Address: 1202 Northport Drive
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 1-25-17

Signed: *Lynn Green*

Telephone Number 242-6469

Print Name: Lynn Green

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. Department Head Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 1-25-17

Signature: *Lynn Green*

2. Director of Administration Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. Corporation Counsel Contract is in the best interest of the County.
Comments:

1/29/17
Date: *[Signature]*

Signature: *[Signature]*

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

2017 Contract
Wisconsin Department of Children and Families Independent Living Services
for the South Central Wisconsin Workforce System

Contact Information for Purchaser

Workforce Development Board of South Central Wisconsin
3513 Anderson Street, Suite 104 Madison, WI 53704
Patricia Schramm, Executive Director/CEO
pschramm@wdbscw.org
(608) 249-9001
Fiscal Contact: Lameece Tyne, Director of Finance ltyne@wdbscw.org

Contact Information for Contractor

Dane County Department of Human Services
1202 Northport Dr.
Madison, WI 53704
Fiscal Contact: Edjuana Ogden; 242-6403
FEIN #: 39 - 6005684
DUNNs #: 076148766

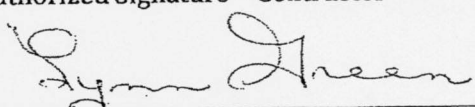
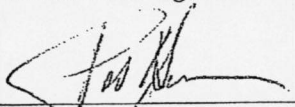
Contract Details

Fund Source	Wisconsin Department of Children and Families
Contract Number	
Contract Effective Date	01/01/17 - 12/31/17
Contract Type	Cost Reimbursement
Contract Amount (Not to Exceed)	\$40,000
Contract Match	\$0

Funding Composition

CFDA#	Total
93.674	\$40,000

Signatures

Authorized Signature - Contractor 	Authorized Signature - Purchaser 
Print Name: Lynn Green	Print Name: Patricia Schramm
Date: 1-9-17	Date: 1/24/2017

CONDITIONS OF AWARD AND MODIFICATIONS

NA

PERFORMANCE GOALS

Contract Performance Goals

A. Regional Outcome

Provide technical assistance to the Workforce Development Board of South Central WI during the first year of implementation of the Region 5 Independent Living Grant

In this role, Department of Human Services staff will:

- Help the Workforce Development Board understand the aging out of Independent Living transition process.
- Help the Workforce Development Board understand the what resources and programs the County has in place to support young people participating in and aging out of Foster Care to include two distinct categories:
 - Youths ages 14.5 years to 17.5 yrs
 - Youths ages 17.5 years to 18 years
- Serve as a coach to the aging out process for the period of January 1, 2017, through December 31, 2017, giving priority to the first 6 months.

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CONTRACT TERMS AND CONDITIONS

1. Order of Precedence

This Contract is a result of DCF's Request for Proposal/Bid, the proposal/bid response, written communications and this Contract constitute the entire agreement between the parties. The order of precedence is as follows:

- A. Laws, regulations and policies of the State and Federal government
- B. This Contract, including all exhibits, attachments, appendices and addenda to the Contract
- C. Contractor's proposal/bid as submitted
- D. Addenda to the Request for Proposal/Bid
- E. Request for Proposal/Bid #437003-G16-0000799

Any conflict in terms shall be governed by the highest listed document.

Contractor agrees to renegotiate this Contract or any part thereof in such circumstances as:

- Significant reduction in the monies available affecting the substance of this Contract; or
- Changes required by court action, or by changes to Federal law, State law, or regulations that substantially change the type of services delivered under this Contract or;
- Implementation of any new program or policy initiative that is not specifically mandated by Federal or State laws, rules or regulations.

Failure to agree to a renegotiated Contract under these circumstances is cause for the Workforce Development Board of South Central Wisconsin (WDBSCW) to terminate this Contract.

Revision of this agreement may be made by mutual agreement. The revision will be effective when an addendum or amendment to this agreement is signed by the authorized representatives of both parties. In circumstances in which increased caseload or Contract 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 WDBSCW.

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced with a valid provision that comes closest in intent to the invalid provision.

2. Approved Scope of Work

The contract recipient's project narrative is taken as the Scope of Work. It has been included as Attachment 1. If there is any inconsistency between items in this project narrative and any Department of Labor (DOL)/Department of Workforce Development (DWD)/Department of Children and Families (DCF) regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle will prevail.

The contractor shall specifically perform all the services designated and achieve the objectives set forth within the Scope of Work as specified by the purchaser as noted in Attachment 1.

3. Approved Budget

The contractor's Budget documents are attached in this contract package. The documents are: Attachment 2 – Budget, Budget Narrative, Staffing and Leveraged.

The recipient must confirm that all costs are allowable before expenditure. Approval of the budget as contracted does not constitute prior approval of those items specified in the 2 CFR 200 or this contract as requiring prior approval. The Executive Director/designee is the only official with the authority to provide such approval.

Funds cannot be used to supplant existing program activities or salaries. Funding is for the provision of the services within this contract. CFCIP prohibits any funding to be used for Room and Board for youth's who are adopted.

Within 30 days of Notice of Contract, Contractor will provide to WDBSCW information on how IL funds augment Workforce Innovation and Opportunity Act (WIOA) program as well as the process by which youth not eligible for WIOA will be identified and served under this contract.

NOTE: THE ABOVE PARAGRAPH DOES NOT APPLY TO DANE COUNTY DEPARTMENT OF HUMAN SERVICES (CONTRACTOR)

4. Evaluation, Data and Implementation

The recipient must cooperate with the WDBSCW and the DCF in the conduct of third-party evaluation, including providing DOL/DWD/DCF or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

Contractors may be required to utilize the State required participant reporting system (eWisACWIS) and contracts will be evaluated by data reports from this system.

5. Record Access Review and Retention

The Contractor agrees that upon appropriate notice and insofar as permitted by State and Federal law, the Purchaser or its authorized agents may review any Contractor records related to this contract.

All records pertinent to this contract, including financial, statistics, property, participants, and supporting documentation, shall be retained for a period of seven (7) years from date of final payment on this contract or until all audits are complete and findings on all claims have been fully resolved and until seven (7) years from the date of exit of the participant.

6. Staffing and Delivery of Services

The Contractor shall not sublet or assign any part of this agreement without WDBSCW approval.

The Contractor shall provide all personnel required to perform the services under this agreement.

Contractor must identify two points of contact within the agency for ongoing communication with DCF as well as advisor for the Youth Advisory Council and individual(s) participating in youth case transition meetings.

Contractor is required to conduct criminal background checks on all personnel (employees and volunteers) who will have direct contact with youth served by the grant program. These background checks must be completed prior to employment and working directly with children eighteen years of age or younger, and the contractor must maintain a copy of these records for DCF auditing purposes. Contractor is expected to hire and train highly qualified staff (and other supports) to deliver services. Volunteers, if utilized, must receive relevant training and supervision in order to function effectively. Those providing direct services to youth should have availability to meet the youth's needs and availability.

Personnel performing work under or in connection/collaboration with this contract shall have the necessary proficiencies to provide the contracted services. The Contractor also agrees to ensure employee compliance with all required policies and procedures. Any data or information gathered through or in relation to the delivery of services under this contract must maintain adequate levels of confidentiality and integrity

Core staff competencies identified as critical for a successful program should be maintained within the agency.

General:

- Understands issues/challenges related to transitioning to adulthood;
- Enthusiasm and persistence;
- Problem- solving skills;
- Utilizes strength-based approach to work with youth;
- Knowledge of trauma informed care and impact of trauma on youth; and
- Demonstrates a passion for working with and serving young people

Specific competencies/skills should include:

- Community organizing
- Advocacy
- Youth-centered plan development and goal setting (motivational interviewing)
- Group facilitation
- Meeting facilitation of youth and other stakeholders (stakeholder engagement)
- Written and oral communication
- Understanding and incorporation of cultural diversity which exhibits respect and sensitivity to religious, cultural, ethnic, and sexual orientation.

Contractor Responsibility

The Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement if it enters into any subsequent agreement with a Sub-contractor and will be subject to enforcement of the terms and conditions of this Contract.

Quarterly reports, as agreed, are requested to be submitted to the WDBSCW itemizing the deliveries and cost of items or services provided by certified firms. Reports should state the costs for the previous Contract quarter. The Department reserves the right to verify with listed firms their involvement as Sub-contractors or second-tier suppliers.

7. Indirect Cost Rate and Cost Allocation Plan

___ A current federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or current Cost Allocation Plan (CAP) has been provided – copy attached.

___ The organization elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the applicable cost principles, will be charged. Audit disallowances may occur if indirect costs are misclassified as direct.

___ The organization has never received a negotiated indirect cost rate and, with and pursuant to the exceptions noted at 2 CFR 200.414(f) in the Cost Principles, and has elected to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition) which may be used indefinitely. This methodology must be used consistently for all contract awards until such time as you choose to negotiate for an indirect cost rate, which you may apply to do at any time. (See 2 CFR 200.414(f) for more information on use of the de minimis rate.)

8. Contract Managers and Contacts

- 1) WDBSCW Contract Manager for Youth:
Name: Tia Rice
Telephone: 608-249-9001
E-mail: trice@wdbscw.org
- 2) WDBSCW Contact for Reporting & Documentation:
Name: Kim Larson
Telephone: 608-249-9001
E-mail: klarson@wdbscw.org
- 3) WDBSCW Contact for Fiscal:
Name: Lameece Tyne
Telephone: 608-249-9001
E-mail: ltyne@wdbscw.org

The Contract Manager is not authorized to change any of the terms or conditions of the contract or approve requests. Any changes to the terms or conditions or prior approvals must be approved by the Executive Director/designee through the use of a formally executed contract modification.

9. Funding and Payment Restrictions

a. Administrative Costs

There is a 10% limitation on administrative costs on funds contracted under this contract. Under no circumstances may administrative costs exceed this limit. Administrative costs under this contract follow the definition in the Uniform Guidance at 2 CFR 200.414(a).

Compliance with the administrative costs limits is monitored through the contract period. Any amounts exceeding this limitation at closeout will be disallowed and subject to debt collection.

b. Consultants

For the purposes of this contract, fees paid to a consultant shall be limited to \$585 per day without additional WDBSCW approval. Regulations regarding the determining of a consultant's rate of pay are located at 5 CFR 304.104 with the calculation for a maximum amount located at 5 CFR 304.105.

c. Sweep

The WDBSCW will make an assessment of expenditure levels on December 31 (mid-point of each annual contract period) and March 31 (3rd quarter of the contract). Expenditure levels of less than 85% of planned budget will be evaluated for deobligation. Funding remaining at the end of each contract period (June 30) will be swept and reobligated to support program efforts.

d. Billing

- 1) The Contractor shall submit an invoice to the WDBSCW, in the form and format provided, for the benchmarks earned or services provided during each month of this agreement. The invoice and monthly expenditure report shall be submitted on or before the fifteenth (15th) day of the month following the month in which a benchmark was earned or services were provided. The invoice must specify the total amount of reimbursement sought and must be accompanied by an expenditure report detailed by line item for the same period on an accrual basis
- 2) The Contractor may not bill the WDBSCW for services funded by another source.
- 3) Advances on contracts are not allowable.
- 4) The final invoice and supporting documentation must be submitted to the Purchaser no later than 30 days after the contract period end. Closeout documents will be sent to all Contractors in June. The Contractor will prepare a final account statement, which will be submitted to the Purchaser. If revenue received exceeds expenditures, the Contractor will refund any excess payments to the Purchaser with the closeout documents. All payments shall be subject to the availability of funds.

Invoice and expenditure reports will be sent to:
Lameece Tyne
Workforce Development Board of South Central Wisconsin, Inc.
3513 Anderson Street, Suite 104
Madison, WI 53704
Email: ltyne@wdbscw.org
Phone: (608) 249-9001; Fax: (608) 249-9356

For more detail see Attachment 9 – Allowable Cost Policy Manual, Wisconsin Department of Children and Family.

e. Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this contract cannot be charged more than the maximum allowable IRS published rate which is:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	January 1, 2016	\$0.54
Privately owned motorcycle	January 1, 2016	\$0.51

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

g. Restriction on Health Benefits Coverage

The recipient must ensure that the use of these funds for health benefits coverage complies with 506 and 507 of Division H of Public Law 113-76, the Consolidated Appropriations Act, 2014.

h. Allowable Costs

Funds shall be expended only for properly documented costs authorized by the agreement and allowed by Federal, State regulations, or specific provisions of the contract (see 2 CFR 200). In the event that the Contractor, its auditors or Federal or State officials, determine that funds from this contract have been used for unallowable costs, the Contractor shall be held liable for misexpenditures.

i. Placement Fees and Membership

The Contractor may not charge a participant fee or require membership access for contract related services under this agreement.

j. Close Out Costs

The Purchaser will reimburse the Contractor only for costs incurred in the performance of contracted services, during the contract period. In the event that either party determines that this agreement will not be renewed, regardless of reason, any and all close out costs incurred are deemed to be the sole responsibility of the Contractor.

10. Administrative Requirements

a. Administrative Actions Compliance and Monitoring

The Contractor agrees to comply with all Federal and State statutes and regulations covering administrative actions under this contract. Such actions shall include, but not necessarily be limited to, purchasing, accounting, discrimination, and audits cost allocation plans and maintenance of effort. Resources and guidance materials are available on the respective Federal and State authority websites

(<http://dcf.wisconsin.gov/youth/independent/default.htm>) or for specific guidance providers can request guidance from the WDBSCW staff.

The Contractor agrees to comply with all Federal, State and WDB monitoring activities and report requests both fiscal and programmatic. Any operations conducted or costs incurred which are deemed disallowable or illegal will be the provider's liability.

Monitoring

The WDBSCW will monitor the Contractor's general compliance and adherence to the terms of the Contract and the Scope of Service provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by the WDBSCW

The WDBSCW reserves the right to monitor all aspects of the Contract, including (but not limited to):

- Adherence to the terms and conditions of the Contract,
- Adherence to State and Federal laws governing the Contract,
- Achievement of program performance standards,
- Adherence to fiscal reporting and cost allocation requirements, and
- Customer satisfaction and quality of services provided.

The WDBSCW may also monitor customer complaints regarding the operation of the program by the Contractor. The Contractor shall provide the WDBSCW with access to all customer records upon request, including the results of Contractor administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) days advance notice to the Contractor, or at an earlier date upon mutual agreement. Onsite visits based on emergent issues may be conducted by the WDBSCW as needed, without advanced notice from the WDBSCW.

As a result of monitoring, the WDBSCW may make recommendations concerning compliance with program requirements, achievement of program performance standards or the administrative efficiency of the program and the WDBSCW may require that the Contractor take corrective action to remedy any identified deficiencies. The WDBSCW reserves the right to inspect or investigate any and all Contractor and Sub-contractor records, procedures, and operations at any time during and after the close of the Contract period.

b. **Independent Service Provider**

In entering into this contract and acting in compliance herewith, the Contractor is at all times acting and performing as an Independent Service Provider, duly authorized to perform the tasks required of it herein.

c. **Termination by Contractor**

The Contractor shall immediately notify the Purchaser whenever it is unable to provide the services specified in this contract. Upon such notification, the Purchaser shall determine whether such inability will require revision or termination of the contract.

d. Termination by Purchaser for Violations by Contractor

If Contractor fails to fulfill its obligations under this contract in a timely or proper manner, or violates any of the provisions, the Purchaser shall have the right to terminate it by giving a thirty (30) day written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of termination notice, the Contractor promptly cures the alleged violation to the satisfaction of the Purchaser, within a thirty (30) day period. In the event of termination, the Purchaser will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by the Contractor for use in completing this contract. In such event, to safeguard the records, the Purchaser retains the right to take possession of all documents under this contract.

e. Amendments and Modifications

This contract or any part thereof may be re-negotiated in such circumstances as:

1. Increase or decrease in volume of service.
2. Changes required by state or federal laws, regulations or court actions.
3. Funds available affecting the substance of this contract.

Any time during the term of this contract, either party may request amendments or modifications up to and including termination. Any amendment or modification to this contract must be negotiated unless required as a result of changes in law, regulations, policies, performance measures or funding level/composition. Any amendments or modifications must be in writing and issued by the WDBSCW. In the case of termination, closeout costs may be negotiated within the limitations of the contract.

f. Renewal

This contract will be for the term identified. If a renewal option is permissible under the procurement rules of the State of Wisconsin Department of Children and Family, the Purchaser shall give 30 days' notice whether or not the option to renew will be exercised.

g. Confidential Information

Except as otherwise authorized by law, the Contractor may not disclose confidential information for any purpose other than purposes associated with the administration of services under this Contract.

"*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DCF or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information;
2. Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon;
or
3. Information designated as confidential in writing by DCF.

"Personally Identifiable Information" 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:

- i. The individual's Social Security Number;
- ii. The individual's driver's license number or State identification number;
- iii. 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;
- iv. The individual's DNA profile; or
- v. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

"Indemnification" means in the event of a breach of this Section by the Contractor, the Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Sub-contractors, employees and agents, in violation of this Section. This includes, but is not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

"Equitable Relief" means the Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

Confidential Information does not include information which is required to be disclosed by operation of law.

h. Grievance Procedures

The Contractor shall establish and maintain complaint/grievance and appeal procedures that conforms to applicable Federal and State requirements. Every participant must be informed of and have a copy of the grievance procedure available to them. Should the Contractor receive a grievance or complaint by any participant, the Purchaser must be notified immediately of the grievance. If a participant files a grievance or complaint, the Contractor shall attempt to informally resolve the grievance. If this is not possible, the formal grievance procedure shall be exercised and the Purchaser must be made part of the resolution process.

i. Contract Signatures

In the event the signature(s) and date(s) is affixed to the binding contract after the start date of the contract, all allowable costs accrued/incurred prior to the actual signing will be allowed and covered between the Contractor and the Purchaser.

The representative signing the contract must be an authorized signor of the contracted entity.

j. Audits

NOTE: DANE COUNTY DEPARTMENT OF HUMAN SERVICES DOES NOT AGREE TO THE AUDIT REQUIREMENT.

Requirement to Have an Audit

Unless waived by DCF, the Contractor shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34 (4) (c), Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract. In addition, the Contractor is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received:

- OMB Uniform Guidance, 2 CFR Part 200, Audit Requirements.
- The *State Single Audit Guidelines (SSAG)*, including the yearly Appendix, which are applicable to Local

Governments having 2 CFR Part 200 audits; and/or The *Provider Agency Audit Guide (PAAG)*. All Contractors which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996. Contractors that expend \$750,000 or more in a year in Federal contracts shall have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. The provisions of 2 CFR Subpart F, Audit Requirements, will apply to audits of non-Federal entity fiscal years beginning on or after December 26, 2014. The revised audit requirements are not applicable to fiscal years beginning prior to that date.

k. Equipment

The Contractor must receive prior **approval** from the WDBSCW for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of Automated Data Processing (ADP) equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

This contract **does not** give approval for equipment specified in a recipient's budget or scope of work unless specifically approved above. If not specified above, the recipient must submit a detailed description list to the WDBSCW for review within 90 days of the Notice of Contract date. Failure to do so within 90 days may impact the approval of equipment.

Recipients may not purchase equipment in the last quarter of performance. If any approved acquisition has not occurred prior to the last quarter of performance, approval for that item(s) is rescinded.

l. Program Income

Where revenue in excess of costs under this contract are generated, the Contractor must maintain documentation, subject to audit, showing the use of the funds. These funds are considered program income and must be used to further the objectives of the program. Contractors must inform the Contract Manager and the Director of Finance prior to engaging in any activities which may generate income.

The recipient is required to utilize the addition method if any Program Income is generated throughout the duration of this award. The recipient is allowed to deduct costs incidental to generating Program Income to arrive at a Program Income. Additional information about program income is located in 2 CFR 200.307(b).

m. Commingling of Funds

The Contractor shall deposit funds in bank accounts insured by the FDIC and shall maintain accounting records which adequately identify separate deposits and expenditures for this agreement.

n. Insurance Requirements

The Contractor agrees to insurance coverage for damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any agent or employee of the Contractor.

The Contractor agrees that it will keep in force insurance policies as outlined below. The Contractor shall furnish the Contractor with a Certificate(s) of Insurance.

- 1) Comprehensive General Liability Insurance including Premises and Operations. The Limits of Liability should be no less than \$500,000 each occurrence, and \$500,000 aggregated for bodily injury, \$250,000 each occurrence, and \$250,000 aggregate for property damage, or \$1,000,000 each occurrence combined single limit.
- 2) Automobile Liability Insurance covering all owned, hired and non-owned private passenger autos and commercial vehicles with split limits of \$250,000 each person/\$500,000 each occurrence/\$100,000 property damage each occurrence or a Combined Single Limit of \$1,000,000.
- 3) Worker's Compensation and Employer's Liability including Statutory Worker's Compensation benefits and Employer's Liability as required under Chapter 102 of the Wisconsin Statutes.

o. Pre-Contract

All costs incurred by the Contractor prior to the start date specified in the contract issued by the Purchaser are *incurred at the Contractor's own expense.*

p. Reporting

Service provision must be recorded in eWiSACWIS in real-time for monitoring by DCF and federal reporting purposes. The Contractor must provide WDBSCW with a concise summary documenting accomplishments, outreach efforts, program evaluation and outcomes as request by DCF and no less frequent than a bi-annual basis. Over the life of the contract, DCF will work with Contractor to improve data quality in an effort to monitor improvements in service provision over time.

NOTE: THE ABOVE PARAGRAPH IS NOT APPLICABLE TO DANE COUNTY DEPARTMENT OF HUMAN SERVICES.

Contractor must make themselves available for in-person attendance at monthly training and convening of stakeholders from September through December 2016; monthly conference calls for the first six months following the start of service provisions in January 2017; and on a quarterly basis (or as needed) throughout the remaining period of the contract. The agency may also be required to participate in an on-site program audit to review past services and ascertain the agency's level of readiness for the provision of future Independent Living Program services.

Annual & Mid-Year Reporting – Annual and Mid-Year program reporting must be completed and submitted to the WDBSCW by the dates listed below. An annual work plan with information regarding program policy, organization, budget, etc. shall be provided to the WDBSCW.

- Annual Work Plan for January 1, 2017 – December 31, 2017 – Due to WDBSCW by November 21, 2016
- Mid-Year Progress Report for January 1, 2017 through June 30, 2017 – Due to WDBSCW July 14, 2017

NOTE: THE FIRST REPORTING EXPECTATION, ABOVE, DOES NOT APPLY TO DANE COUNTY DEPARTMENT OF HUMAN SERVICES.

q. Publicity

No funds provided under this contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall contract funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

r. Public Announcements and Promotion

The Contractor shall coordinate the development of any promotional materials or documents with the WDBSCW staff. The Contractor shall actively promote and give credit to the Workforce Development Board of South Central Wisconsin as the program-funding source in all presentations, publicity, and advertising regarding any activities which result from this contract.

Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

s. Procurement

This contract represents initiatives identified in the Workforce Development Board's strategic plan.

The WDBSCW proposal submitted under the DCF procurement is maintained at the WDBSCW office and may be referenced as a support document if necessary.

t. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the contract, including a subcontract or contract under the contract or subcontract; and ii) any rights of copyright to which the recipient, contractor or a contractor purchases ownership under an contract (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this contract and 2 CFR 200.307.

u. Conference and Training Attendance

Contractors are urged to use discretion and judgment to ensure that all conference costs charged to the contract are appropriate and allowable. Contractors will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. All conference and training attendance requires written WDBSCW prior approval from the Contract Manager.

11. Assurances

A. Assurances

a. General Assurances

The Contractor agrees that they will comply with any policies and updates issued by the DCF.

Minority Business Sub-contractors

The Wisconsin Department of Children and Families is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

Contractor is strongly urged to use due diligence to further this policy by setting up Sub-contracts to State-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this Contract (second-tier suppliers), with a goal of awarding 5% of the Contract cost to such enterprises. An MBE means a business certified, or certifiable, by the Wisconsin Department of Administration under Statute 16.75(3m) (b) (1).

Contractor's submitted **DCF MBE Program Awareness, Compliance & Action Plan** (included in their proposal) indicating their proposed utilization of State-certified minority businesses will be the basis for this effort during the Contract term. Contact the State's Minority Business Manager for assistance in locating certified firms at (608) 267-3293. A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State-certified MBE web site:

b. Local Assurances

In order to develop and maintain a closely coordinated service delivery system that makes the most efficient use of funds, the Purchaser or the Authorizing/Administrative entity (Example: State of WI, DWD/DCF) may periodically convene meetings and/or trainings of service providers. Contracted agencies invited to such meeting will be expected to have a representative present. Providers should allocate staff time to allow attendance at a minimum of four meetings of WDBSCW's contracted service providers. The State of WI required trainings cannot be anticipated in advanced.

c. Executive Orders

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented

vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and contractors are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

B. Federal Provisions and Prohibitions

a. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

b. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with contract support must comply with these requirements.

c. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving contracts from any Federal agency maintain a drug-free workplace. The recipient must notify the contracting office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

d. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act

(P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

e. Prohibition on Trafficking in Persons

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, contractors under this contract, and contractors' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;
 - ii. Procure a commercial sex act during the period of time that the contract is in effect; or
 - iii. Use forced labor in the performance of the contract or subcontracts under the contract.
2. We as the Federal contracting agency may unilaterally terminate this contract, without penalty, if you or a contractor that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this contract term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the contract to have violated a prohibition in paragraph a.1 of this contract term through conduct that is either—
 - A. Associated with performance under this contract; or
 - B. Imputed to you or the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal contracting agency may unilaterally terminate this contract, without penalty, if a contractor that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this contract term; or
2. Has an employee who is determined by the agency official authorized to terminate the contract to have violated an applicable prohibition in paragraph a.1 of this contract term through conduct that is either—
 - i. Associated with performance under this contract; or
 - ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this contract term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of

2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this contract.

3. You must include the requirements of paragraph a.1 of this contract term in any subcontract you make to a private entity.

d. *Definitions.* For purposes of this contract term:

1. "Employee" means either:

i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this contract; or

ii. Another person engaged in the performance of the project or program under this contract and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

f. Buy American Notice Requirement

None of the funds made available under this contract may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

g. Political Activities

The Contractor is strictly prohibited from using funds for partisan or non-partisan political activities. The Contractor will disallow any expenditure related to this type of activity and will immediately initiate the necessary action to recover all misused funds.

h. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

i. Prohibition on Contracting with Corporations with Felony Criminal Convictions

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a contract to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

j. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

i. This contract is subject to the provisions contained in the Consolidated Appropriations Act, 2014, Public Law 113-76, Division G, Title IV, Sections 422 and 423 regarding unpaid federal tax liabilities and federal felony convictions, which also have been included in prior appropriations acts. Accordingly, by accepting this contract the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted of a felony criminal conviction under any Federal law within 24 months preceding the contract, unless Employ Milwaukee has considered suspension or debarment of the corporation based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, Employ Milwaukee will annul this agreement and may recover any funds the recipient has expended in violation of Sections 422 and 423

ii. Per Public Law 113-6 (Consolidated and Further Continuing Appropriations Act, 2013) and Public Law 112-175 (Continuing Appropriations Resolution, 2013) this contract is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74, Division E, Title IV, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this contract the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the contract, unless Employ Milwaukee has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, Employ Milwaukee will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434

k. Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be contracted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

l. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

m. Prohibition on Sectarian Activities

The Contractor is strictly prohibited from using funds for religious or anti-religious activities. The Contractor will disallow any expenditure related to this type of activity and will immediately initiate the necessary action to recover all misused funds.

n. Other Prohibited Practices

During the period of this contract, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of the Contractor, or any person who, to the knowledge of Contractor, has a conflict of interest. In addition, Contractor shall not offer or give any Contractor member, officer or employee (or member, officer or employee's immediate family) anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment could be influenced thereby.

o. **Non-Discrimination, Equal Employment Opportunity**

The Contractor assures that no participant, staff person or administrator shall be discriminated against, denied benefits, denied employment, or excluded from participation in connection with any Contractor funded program on the basis of race, color, religion, sex, National origin (ethnic status), age, disability, developmental disability as defined in s.51.01(5) Wis. Stats., physical condition, marital status, offender status, sexual orientation, political affiliation or belief, arrest or conviction record, or refusal to submit to sexual contact or sexual intercourse. Participation shall be open to citizens and nationals of the U.S., lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees and other individuals authorized by the U.S. Attorney General to work in the U.S.

Appropriate efforts will be made to overcome sex stereotyping, including the encouragement of nontraditional employment for Contractor funded participants. Reasonable accommodations will be made to the known physical or mental limitations of an otherwise eligible applicant or participant, unless it can be demonstrated that the

Accommodations would impose an undue hardship on the operation of the program. Employment and training services shall be targeted to those who can most benefit from, and most in need of such services in accordance with the program's plan of services and enrollment priorities.

The Contractor further assures that it shall comply with all other provisions of applicable Federal and State Regulations. Contractors identified as being in violation of the above non-discrimination and equal opportunity provisions will receive written notification from the Contractor administrative staff which will monitor the Contractor to check the implementation of the corrective measures. If the Contractor has not implemented corrective measures, the Contractor will suspend all funding of the Contractor for thirty (30) days. At the end of that period, the Contractor will be monitored again. If found to still be in violation, the Contractor will be notified by the Contractor that (a) funding will be suspended for another thirty (30) days, and (b) if they have not fully complied with the prescribed corrective action

by the end of this thirty day period, their contract(s) with the Contractor will be terminated immediately and the suspended funding from the prior sixty (60) days will be forfeited.

p. Lobbying

Contractors receiving funding in excess of \$100,000 are required to file a certification form regarding lobbying requirements with the Contractor. Use of federal funds for lobbying the executive or legislative branches of the federal government in connection with a specific contract or contract is prohibited. DOL Standard Form LLL (disclosure report) must be filed with the Contractor if the Contractor engages in lobbying activity utilizing other than federal funds. The Contractor will provide the "Certification Regarding Lobbying" form and Standard Form LLL to Contractor as needed. The appropriate form(s) must be filed with the Contractor before the contract can receive final approval.

A new certification and disclosure report (where applicable) must be filed with the Contractor at the beginning of each program year. When events occur which materially change the information originally provided on the disclosure report, an amended form must be filed.

q. Conflict of Interest

A conflict of interest may exist when a person has a direct personal, organizational or financial relationship to an organization, and if that person is in a position to influence, or appears to influence the actions of another organization for the benefit of themselves or an organization with which they have such a relationship.

Conflict of Interest Involving the Prospect of Private Gain. The Contractor shall prohibit its employees from using their positions for a purpose that is or that gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other relationships.

No employee of the Contractor may participate in the making of a contract in which he/she has a private pecuniary interest, direct or indirect. No employee will hold a job with the Contractor while any member of the employee's immediate family serves on the Board of Directors. No employee shall effectively recommend or decide to hire, promote, establish the salary of, or give preferential treatment in the supervision of any person who is a member of his/her immediate family.

The term "immediate family" in this section means spouse, child, parent, sibling, aunt/uncle, niece/nephew, step-parent, step-child, or any in-law relationship of the same.

r. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

12. Attachments

Attachment 1: Scope of Work

Attachment 2: Budget, Budget Narrative, Staffing and Leveraged

Attachment 3: Data Sharing Agreement

Attachment 4: Equal Opportunity Nondiscrimination Assurance and Affirmative Action Plan Requirements Compliance Form

Civil Rights Compliance (CRC) Requirements

All Primary Recipients receiving a Grant Award, contract or agreement from the Department of Children and Families (DCF) must complete and submit a new CRC LOA by January 3, 2014 or within 15 working days from the date the grant, contract or agreement was signed, if the agreement is signed after January 1, 2014. All providers (new to DCF and those renewing contracts) must submit an LOA to DCF Civil Rights Unit, if the provider agency did not submit an LOA in 2014, to be compliant for the CRC period of January 1, 2014 – December 31, 2017.

The Agency agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instruction and Templates necessary to complete both your CRC LOA and CRC Plan to meet civil rights requirement is located at:
<http://dhs.wisconsin.gov/civilrights/CRC/Requirements.htm>

Additional resources and training information are available at:
http://dcf.wisconsin.gov/civil_rights/default.htm

Attachment 5: Equal Employment Opportunity Certificate

Non-Discrimination/Affirmative Action Requirements

The terms of your State Contract require that your company submit an Affirmative Action Plan within **fifteen (15)** working days of returning the signed Contract.

Exceptions exist, and are noted in the

Instructions for Vendors. An electronic version of the Instructions for Vendors and all forms required are available at:

<http://vendornet.State.wi.us/vendornet/Contract/contcom.asp>

If you require a printed copy of this information, please call (608) 422-6392 to have one mailed to you.

Attachment 6: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment 7: Conflict of Interest Statement

Attachment 8: Certificate Regarding Lobbying

Attachment 9: Allowable Cost Policy Manual

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Scope of Work

Program Scope

Provide Technical Assistance to the Workforce Development Board of South Central WI during the first year of implementation of the Region 5 Independent Living Grant

In this role, Department of Human Services staff will:

- Help the Workforce Development Board understand the aging out of Independent Living transition process.
- Help the Workforce Development Board understand the what resources and programs the County has in place to support young people participating in and aging out of foster care to include two distinct categories:
 - Youth 14.5 years to 17.5 yrs
 - Youth 17.5 years to 18 years
- Serve as a coach to the aging out process for the period of January 1, 2017 through December 31, 2017, giving priority to the first 6 months.

Time Table for Implementation of Services

The County will assign a staff person to work directly with the Workforce Development Board of South Central WI in January of 2017.

(Attachment 2)

Budget, Budget Narrative, Staffing and Leveraged

Attachment E - Budget Proposal
 Independent Living Regions 1, 5, and 7
 RFP 437003-G16-0000799

Direct Services - January 1, 2017 - December 31, 2017				
Salary Costs				
Title of Position	Computation	DCF Grant Request	Matching Funds	Project Cost Total
Senior Social Worker	15 hrs weekly at \$36.71 per hour for 48 weeks			\$26,431
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Salary Totals				\$0.00
				\$26,431
Narrative	<p>Senior Social Worker Mary Beth Wilk will be made available to the WDB an average of 15-hours weekly at hourly rate \$36.71 over about 48 weeks in 2017 (allowances are made for Mary Beth's vacation and holiday time). Hours will be determined in discussions among the parties. The number of hours will undoubtedly differ from week to week.</p>			

Fringe Benefits				
Title of Position	Computation	DCF Grant Request	Matching Funds	Project Cost Total
Senior Social Worker	Benefits as 27.5% of salary.			\$7,268
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Fringe Benefits Totals			\$0.00
		Narrative	\$7,268
Narrative			

Travel and Training Purpose				
		DCF Grant Request	Matching Funds	Project Cost Total
Mileage estimate 500 miles at \$0.54 per mile				\$270.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Travel/Training Totals				\$0.00
		Narrative		\$270.00
Narrative				

Consultant/Contractual					
Name of Consultant/Contract					
	Purpose	Computation	DCF Grant Request	Matching Funds	Project Cost Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Consultant/Contractual Totals					\$0.00
		Narrative			
Narrative					

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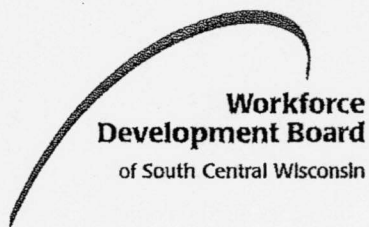
Direct Expenses - Administrative			
Item	DCF Grant Request	Matching Funds	Project Cost Total
Department of Human Services admin costs at 10%		\$	\$3,396
			\$
			\$
			\$
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Administrative Direct Expenses Totals			\$0.00
			\$3,395

Direct Expenses - Participant related			
Item	DCF Grant Request	Matching Funds	Project Cost Total
			\$0.00
			\$0.00
Participant Direct Expenses Totals			\$0.00
	Narrative		

Narrative

Direct Services DCF Grant Request	
Direct Services Matching Funds	

Project Cost Total - Initial Contract Term January 1, 2017, through December 31, 2017	
DCF Grant Request Total	
Matching Funds Total	
Project Cost Total - FOR DANE	
COUNTY	\$37,365.00



Data Sharing Agreement Acknowledgement

Workforce Development Board of South Central Wisconsin (WDBSCW) is the entity responsible for the support and development of our region's Job Centers by providing both financial and technical support as well as the administration of Federal and State employment and training resources. The Board and Partners assure access to a broad array of workforce and economic development resources and services through a combination of Job Centers, Access Points, and Interactive Television (ITV) service sites that are strategically aligned to networks of workforce, community and economic development partners. The workforce system (and WorkSmart Network) serves both job seekers and businesses located in the Wisconsin counties of Columbia, Dane, Dodge, Jefferson, Marquette and Sauk.

This agreement is to assure the WDBSCW contractors, partners and staff understand the confidential nature of workforce information, and is demonstrating due diligence in safeguarding program and participant data in its daily business operations.

Personally Identifiable Information (PII)

Personally identifiable information must be protected from disclosure. The exchange of data should be reviewed for PII, and these data elements redacted whenever encountered, unless there are specific agreements and security measures in place for their exchange.

"Personally identifiable information" (PII) is defined by s. 19.62(5), Wis. Stats., as "information that can be associated with a particular individual through one or more identifiers or other information or circumstances."

In most cases PII involves social security numbers, home addresses, phone numbers and e-mail addresses as well as designations of disability and/or ethnicity. However, other information may also meet the definition by serving to identify a particular individual (e.g. an ASSET PIN, database key, date of birth, etc.).

Contractors agree to adhere to the Terms Outlined within the Data Sharing Agreement between Wisconsin DWD/DET and the WDBSCW. Contractors are responsible for any activities and costs associated with protocol required due to a breach by their staff.

1. I understand that the purpose of my agency's access to workforce program and participant data is to perform workforce development functions.
2. I agree I will not use any workforce program related data for any personal purposes, including entertainment, personal business or personal gain.
3. I understand that access to, and transmission of, any data or material deemed to be in violation of any federal, state or local law, rule, or policy is prohibited.
4. I understand that my agency cannot access or distribute any information that is deemed to be confidential without written authority from the WDBSCW.
5. I am responsible for safeguarding my agency's access to workforce program and participant data.
6. I agree to not communicate any Personally Identifiable Information (PII) relating to program participants to any person or agency not engaged in a Data Sharing Agreement with the WDBSCW (see reverse side for definition).
7. I understand that violation of these conditions shall be cause for immediate revocation of all access to workforce program data and systems.

- 8. I understand and agree that my agency use of workforce program data may be monitored or audited by WDBSCW by various means, including monitoring or auditing that may occur without my knowledge or prior notice.
- 9. I have received and reviewed a copy of the WDBSCW Data Sharing Agreement.

I acknowledge that I have read, understand and agree to the terms and conditions of the WDBSCW Data Sharing Agreement outlined above. This verification is good for one year from the date of signature.

Lynn Green
Name (Printed)

Lynn Green
Signature

Dane County Dept.
Organization of Human Services

1-9-17
Date

Equal Opportunity Nondiscrimination Assurance and Affirmative Action Plan Requirements Compliance Form

Provider must, as a condition of receiving Federal assistance, acknowledge and agree to comply with (these requirements apply to any other sub-grantee, sub-contractor, successors, transferees, and assignees that is extended Federal assistance under this sub-contract), to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, or national origin (42 U.S.C. 200d et seq.), [as implemented by the Department of Labor (DOL), 29 CFR Part §31.
As clarified by Executive Order 13166-Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access and equal opportunity to your program in accordance with DOL Enforcement of Title VI of the Civil Rights Act of 1964 Federal Register Vol. 68, No. 103.. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>;
- Title IX of the Education Amendments of 1972 as amended, prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 168 et seq.), as implemented by the DOL 29 CFR Part § 36;
- The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age (42 U.S.C. 6101) as implemented by DOL 29 CFR Part §35;
- Section 504 of the Rehabilitation Act of 1972, as amended, prohibits discrimination on the basis of disability (29 U.S.C. 794) as implemented by DOL 29 CFR Part §32;
- Title VII of the Civil Rights Act of 1964, prohibits discrimination on the basis of race, color, religion, national origin, or sex (including gender identity, sexual orientation and pregnancy),protection is afforded to individuals due to retaliation for having file a complaint of discrimination.
- The Age Discrimination Act of 1967 (ADEA)
- The Genetic Information Nondiscrimination Act of 2008 (GINA), prohibits discrimination on the basis of genetic information with respect to health insurance and employment.
- The Equal Pay Act of 1963 (EPA), makes it illegal to pay different wages to men and women if they preform equal work in the same workplace and retaliation against persons because the person complained
- Title I, II, and III of the American with Disability Act of 1990, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain entities conducting testing (42 U.S.C. §§ 12131 – 12189), as implemented by the Department of Justice regulations at 28 C.F.R Part 35 and 36.

The Provider acknowledges and agrees that it must comply and require any sub-grantees, sub-contractors, successors, transferees, and/or assignees to also comply with all applicable provisions governing Workforce Development Board of South Central Wisconsin and allow DWD-DET and DOL access to records, accounts, documents, information, facilities, and staff as follows:

- The Provider must cooperate with any compliance review or complaint investigation conducted by South Central Workforce Development Board or DWD-DET.
- The Provider must give South Central Workforce Development Board, DWD-DET, and/or DOL access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant. Must also permit access to facilities, personnel, and other individuals and information as may be necessary, as required under DOL provisions at, 29 CFR Part §31.5 (c), 29 CFR Part §32.44 (c), and 29 CFR Part §38.40.
- The Provider must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether the Provider has complied or are complying with relevant obligations.

- The Provider must comply with all other reporting, data, collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- If, during the past three years, the Provider has been accused of discrimination on the basis of race, color, national origin (including LEP), sex (include gender identity, gender expressions, and sex stereotyping, and on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom), age, disability, religion, or family status, against the Provider, or the Provider settled a case or matter alleging such discrimination, you must provide a list of such proceedings, pending or completed, including outcome and copies of settlement agreements.
- In the event any court or administrative agency rules there is a finding of discrimination on the basis of race, color, national origin, (including LEP), sex (include gender identity, gender expressions, and sex stereotyping, and on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom), age, disability, religion, familial status, against the Provider or the Provider settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to Workforce Development Board of South Central Wisconsin (EO Officer or Executive Director).

Workforce Development Board of South Central Wisconsin, the Department of Workforce Development, Division of Employment and Training and the United States Department of Labor have the right to seek judicial enforcement of these obligations.

The Provider also acknowledges and agrees that it must comply with (and requires any sub-grantees, sub-contractors, successors, transferees, and assignees to comply with) applicable provisions of the Section 188 of WIOA nondiscrimination policy requirements and regulations at 29 CFR Part §38.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this RFP document is accurate and complete, and that the Provider is or will come into compliance with the nondiscrimination requirements set forth above.

Dane County Dept. of Human Services

Submitting / Lead Organization

Syan Sheen

Authorized Representative Signature

Lyn Green, Director

Typed Name and Title

1-9-17

Date

EMPLOYMENT OPPORTUNITY CERTIFICATE

The Contractor certifies to the Workforce Development Board of South Central Wisconsin (Purchaser), as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract contracted.

Non-Discrimination

The Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, age, disability, political affiliation or belief, marital status, sexual orientation [as defined in Wis. Stats. §111.32(13m)], handicap, physical condition, developmental disability [as defined in Wis. Stat. §51.05(5)], or status as a special disabled veteran, Vietnam era veteran, or other protected veteran, offender status, arrest or conviction record (unless specifically exempted by contract regulations), and refusal to submit to sexual contact or sexual intercourse, and against beneficiaries, on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. This includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to its employees, notice to be provided by the Contractor setting forth the provisions of this non-discriminatory clause. A violation of this provision shall be sufficient cause to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this contract.

Non-Segregated Facilities

The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

The Contractor certifies that it has obtained or will obtain certifications regarding non-discrimination and non-segregated facilities from proposed subcontractors that are directly related to any contracts with the Contractor prior to the contract of any subcontracts, and that it will retain such certifications in its files.

Affirmative Action Plan

Current affirmative action plans, **if otherwise developed by the Contractor under applicable state or federal law**, must be filed with any one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin. If a current plan has been filed, indicate as follows:

Where filed / year covered _____ OR **___ No current plan is required to be filed.**

Employees

The Contractor certifies that it has _____ employees in the South Central Region (Counties of Dane, Jefferson, Dodge, Sauk, Columbia and Marquette, Wisconsin) and _____ in total.

Compliance

The Contractor certifies that it is not currently in receipt of any unresolved final findings of noncompliance with EEO regulation.

Executed this 9th day of Jan. 2017

Agency Name: Dane County Dept. of Human Services

Address: 1202 Northport Drive

City / State / Zip: Madison, WI 53704

By: Symon Green (Signature) Director (Title)

unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the list of parties excluded from procurement or non-procurement programs.

8. Nothing contained in the forgoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and / or debarment.

CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

Name: Lynn Green

Affiliation with the Workforce Development Board of South Central Wisconsin (Purchaser): (check one)

- Member
- Employee
- Grantee/Contractor
- Sub-Grant Applicant

Do you, or any member of your immediate family have any ownership interest in, investment in, employment with, contractual relationship with, fiduciary or professional relationship with any organization or entity which receives or may seek to receive funds from, or which does business or may seek to do business with the Workforce Development Board of South Central Wisconsin?

- a. Yes
- b. No

If yes, please explain, giving the name of every such organization and the nature of your association with it.

Questions 1 and 2 refer to the individuals of the Sub-Grant Applicants and Grantee/Contractor's board of directors, officers, employees, or any of their immediate family members.

1. Are you a member of the Workforce Development Board of South Central Wisconsin?

- a. Yes
- b. No

2. Do you have a business or employment relationship with any member of the Workforce Development Board of South Central Wisconsin?

- a. Yes
- b. No

If yes, please explain:

3. Does any member of the Workforce Development Board of South Central Wisconsin serve on your organization's Board of Directors?

- a. Yes
- b. No

If yes, please provide the name(s) of any such member(s):

Lynn Sheen

Signature

1-9-17

Date

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Contracts, Loans and Cooperative Agreements

The undersigned certifies, to the best of his/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 an agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the contracting of any Federal contract, the making of any Federal contract, contract, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, contract, 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 or a member of Congress in connection with this Federal contract, contract, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL-A "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subaward at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.W. Code. Any person who fails to submit 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.

Dane County Dept. of Human Services
Grantee/Contractor Organization Program Title Independent Living

Lynn Green, Director
Name and Title of Authorized Representative (please print clearly)

Lynn Green 1-9-17
Signature Date