

# Dane County Contract Cover Sheet

Revised 06/2021

RES 108  
Significant

BAF # 21119  
Acct: DRS  
Mgr: Becker  
Budget Y/N: N

<b>Dept./Division</b>	Human Services /HAA		
<b>Vendor Name</b>	Wisconsin Department of Administration	<b>MUNIS #</b>	3839
<b>Brief Contract Title/Description</b>	Grant funds for the purpose of providing rental and utility assistance for State of WI residents affected by the COVID-19 pandemic		
<b>Contract Term</b>	February 1, 2021 - July 31, 2022		
<b>Contract Amount</b>	\$ 10,224,183.37		

<b>Contract #</b> Admin will assign	14419
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Spring Larson, Contract Coordination Assistant	<b>Name</b>	Susan Brown, Division Administrator
<b>Phone #</b>	608-242-6391	<b>Phone #</b>	608-266-8234
<b>Email</b>	dcdhscontracts@countyofdane.com	<b>Email</b>	susan.brown@wisconsin.gov
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

<b>Budget Amendment</b>	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	108
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

<b>APPROVAL</b>
<b>Dept. Head / Authorized Designee</b>
<i>Shawn Tessner</i>

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
<i>Greg Brockmeyer</i>	ELECTRONICALLY SIGNED BY: Marcia A. MacKenzie

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 8/4/21	<b>Date Out:</b>	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Thursday, August 5, 2021 10:52 AM  
**To:** Hicklin, Charles; Krohn, Margaret; Rogan, Megan; Lowndes, Daniel  
**Subject:** Contract #14419  
**Attachments:** 14419.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Krohn, Margaret		Approve: 8/5/2021 11:14 AM
	Rogan, Megan	Read: 8/5/2021 10:54 AM	Approve: 8/5/2021 10:54 AM
	Lowndes, Daniel		Approve: 8/5/2021 11:06 AM

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14419

Department: Human Services

Vendor: Wisconsin Dept of Administration

Contract Description: Accept Grant Funds for providing rental & utility assistance for residents affected by the COVID-19 pandemic (Res 108)

Contract Term: 2/1/21 – 7/31/22

Contract Amount: \$10,224,183.37

*Michelle Goldade*

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1  
2  
3 **2021 RES-108**

4 **ACCEPTING STATE OF WISCONSIN EMERGENCY RENTAL ASSISTANCE FUNDS**  
5 **DCDHS – HAA DIVISION**

6 As the COVID-19 pandemic recovery continues, the related crisis of the nation's  
7 economic downturn has left many families facing continued unemployment and housing  
8 instability.

9  
10 On December 27<sup>th</sup>, 2020, the federal government approved a \$900 billion COVID-19  
11 relief bill authorizing additional funding to respond to the pandemic across multiple areas  
12 of need. The act included \$25 billion in funding for emergency rental assistance (ERA 1).  
13

14 The CDC eviction moratorium is set to expire on July 31<sup>st</sup>, 2021. While previous  
15 extensions of federal eviction moratoriums have helped stem a wave of evictions, the  
16 moratoriums do not cancel rent or fees for late payment of rent. Many renters have fallen  
17 behind on their rent due to continued economic hardship related to the COVID-19  
18 pandemic's effect on our economy.

19  
20 The State of Wisconsin received over \$320 million dollars in ERA 1 from the December  
21 2020 stimulus and is granting more than \$10.2 million of their allocation to support Dane  
22 County's continued efforts to prevent widespread evictions and promote housing stability  
23 for renters.

24  
25 This resolution seeks to accept the \$10.2 million from the State of Wisconsin.

26  
27 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors  
28 and the Dane County Executive hereby accept the \$10,224,183.27 emergency rental  
29 assistance grant from the State of Wisconsin and that the Controller and County  
30 Executive are authorized to execute documents necessary to accept the funds, and  
31 submit reimbursement claims along with necessary supporting documentation.

32  
33 **BE IT FURTHER RESOVLED** that account 80000 NEW "State ERA I Expense" be  
34 created with an appropriation of \$10,224,183.37 and that account 80000 NEW "State  
35 ERA I Revenue" be created with an appropriation of \$10,224,183.37.

36  
37 **BE IT FINALLY RESOVLED** that unspent funds from 2021 be carried forward for  
38 expenditure in 2022.

**AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
AND  
DANE COUNTY**

**THIS AGREEMENT** is made and entered into for the period **February 1, 2021**, through **July 31, 2022** (“Performance Period”) by and between the Wisconsin Department of Administration (“Department”), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and Dane County (“Grantee”), whose service address is **Room 421 210 Martin Luther King Jr. Blvd. Madison, WI 53703**.

**WHEREAS**, the Department has received funds from the United States Department of the Treasury pursuant to Title V, Section 501 of the Consolidated Appropriations Act, 2021 (“The Act”) to be used for the purposes specified in The Act; and

**WHEREAS**, the Department desires to expend a portion of the funds received under The Act for the Wisconsin Emergency Rental Assistance (WERA) Program (“the Program) for the purpose of providing rental and utility assistance to certain low income residents of the State of Wisconsin affected by the Covid-19 pandemic; and

**WHEREAS**, the State has approved a sub-award to the Grantee in the amount of **\$10,224,183.37** for eligible activities herein described (“Project”); and

**WHEREAS**, the Department and Grantee agree that Grantee possesses the personnel and capabilities necessary to administer the Program in a manner consistent with state and federal laws, including The Act; and

**WHEREAS**, the terms and conditions herein shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 29 and Attachments A – F which are annexed and made a part hereof.

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C - Source of Funds
- Attachment D – Method of Payment

- Attachment E – Reporting Requirements
- Attachment F – Program Rules

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

**DANE COUNTY**

**DEPARTMENT OF ADMINISTRATION**

**BY:** \_\_\_\_\_  
**Joe Parisi**

**BY:** \_\_\_\_\_  
**Chris Patton**

**TITLE:** County Executive

**TITLE:** Deputy Secretary

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

DUNS#: **076148766**

## GENERAL TERMS AND CONDITIONS

### **ARTICLE 1. AGREEMENT ADMINISTRATION**

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **the County Executive**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

### **ARTICLE 2. APPLICABLE LAWS AND REGULATIONS**

This Agreement shall be governed under the laws of the State of Wisconsin, the laws of the United States, and all rules and regulations promulgated to implement The Act.

### **ARTICLE 3. AVAILABILITY OF FUNDS**

Termination of this Agreement for lack of appropriations shall be without penalty.

### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the Attachment A.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment B). Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

### **ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

#### **ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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 shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

#### **ARTICLE 9. TERMINATION OF AGREEMENT**

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Program as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund upon written demand to the Grantee any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

#### **ARTICLE 10. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

#### **ARTICLE 11. AMENDMENT**

This Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed, and dated addenda.

#### **ARTICLE 12. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

#### **ARTICLE 13. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

#### **ARTICLE 14. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

#### **ARTICLE 15. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

#### **ARTICLE 16. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Program and activities as described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

**ARTICLE 17. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 18. METHOD OF PAYMENT**

The method of payment is set forth in Attachment D.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

**ARTICLE 19. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs provided for under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

**ARTICLE 20. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in the Attachments and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 21. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachment. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

**ARTICLE 22. ELIGIBLE COSTS**

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Attachments are allowed.

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 23. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.



**Federal Funded Awards:**

To the extent required by federal law for the use of The Act funds, **Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**State Funded Awards:**

***NOTE:** If an audit is required under the Uniform Guidance as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

**ARTICLE 24. RECORDS AND REPORTS**

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

**ARTICLE 25. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

**ARTICLE 26. EXAMINATION OF RECORDS**

The Department, any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

**SPECIAL TERMS AND CONDITIONS****ARTICLE 27. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information (“Confidential Information”) for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. Unless required to be disclosed under Wisconsin’s Open Records Law (Wis. Stat. 19-31 – 19-39), the Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

**Definitions**

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this 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: (i) Personally Identifiable Information; (ii) 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 there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“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: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**ARTICLE 28. LOBBYING**

Program funds may not be used to influence federal contracting or financial transactions.

**ATTACHMENT A****SCOPE OF WORK**

In the event of conflict between the application, other supporting documents previously submitted to the Department by the Grantee, and guidance documents provided by the Department, provisions of the Agreement shall take precedence. Should the Grantee sub-contract all or part of the activities identified herein, all provisions of the contract and its attachments shall be passed on to the sub-contractor.

The Grantee shall develop policies and procedures to conform to all requirements established under the Act.

1. Either directly or by sub-agreement, the Grantee shall develop policies and procedures to utilize funding as identified in the Act. The Grantee shall only use the funds provided under this agreement and identified in Attachment B for eligible financial assistance activities identified under Sec. 501 (c) (2) (A) (i) – (v) and Sec. 501 (c) (2) (B) (i) – (ii), eligible administrative costs identified under Sec. 501 (c) (5) (A) and eligible housing stability services identified under Sec. 501 (c) (3).
2. Either directly or by sub-agreement, the Grantee shall develop policies and procedures to determine eligibility for assistance as identified in Sec. 501 (k) (3) (A) (i) – (iii) of the Act, giving preference for assistance as identified under Sec. 501 (c) (4) (A) (i) – (ii). The Grantee shall develop policies and procedures to determine income eligibility for assistance as identified under Sec. 501 (k) (C) (i) – (ii).
3. Either directly or by sub-agreement, the Grantee shall develop policies and procedures to establish a database and obtain all information necessary to conform to the reporting requirements identified in Sec. 501 (g) (1) (A) - (F) (2) of the Act and further described in Attachment E. The Grantee shall develop policies and procedures to adhere to the privacy requirements as identified under Sec. 501 (g) (4) (A) (i) – (iii).
4. The Grantee shall develop policies and procedures to ensure that any rental assistance provided to an eligible household under this Agreement is not duplicative of any other Federally funded rental assistance provided to such household. As applicable, prior to providing assistance to a member of an eligible member of a Native Nation, the Grantee will ensure that member has not received Emergency Rental Assistance from that Native Nation.
5. The Grantee shall develop policies and procedures to either directly provide or refer clients to eligible housing stability services identified under Sec. 501 (c) (3).
6. The Grantee shall ensure that it adequately publicizes the ERA program, utilizing a broad spectrum of media, including publicizing how potential customers can gain access to the ERA program.
7. The Grantee shall develop policies and procedures to provide adequate staffing to provide information about and take applications for the ERA program. The Grantee shall ensure that applications for the ERA program are processed in a timely manner and that financial assistance is provided expeditiously.

**ATTACHMENT B**  
**PROGRAM BUDGET**

In the event of conflict between the application, other supporting documents previously submitted to the Department by the Grantee and guidance documents provided by the Department, provisions of the Agreement shall take precedence. Should the Grantee sub-contract all or part of the activities identified herein, all provisions of the contract and its attachments shall be passed on to the sub-contractor.

<b>Category</b>	<b>Amount</b>
Financial Assistance	\$9,437,707.73
Administration/ Housing Stability Services	\$786,475.64
<b>TOTAL</b>	<b>\$10,224,183.37</b>

Expenditures may not exceed the amount of the funds authorized for this Agreement.

**ATTACHMENT C**  
**SOURCE OF FUNDS**

**Program Name: Wisconsin Emergency Rental Assistance Program**

**CFDA #:** 21.203 Emergency Rental Assistance Funds (CRF) from Title V Section 501 of the Consolidated Appropriations Act, 2021 (“The Act”) and WERA is not subject to Uniform Guidance.

**Federal Award Identification Number (FAIN):** N/A No FAIN # exists for the Emergency Rental Assistance funds from Title V Section 501 of the Consolidated Appropriations Act, 2021 (“The Act”) and the WERA is not subject to Uniform Guidance.

**Federal Award Date:** WERA is not subject to Uniform Guidance.

**Total Amount of the Federal Award:** WERA is not subject to Uniform Guidance.

**Federal Awarding Agency:** Department of the Treasury

**Amount of Federal Funds Obligated by this Award:** Refer to Attachment B, Program Budget

**Total Amount of Federal Funds Obligated:** Refer to Attachment B, Program Budget

**Funding Source: Title V Section 501 of the Consolidated Appropriations Act, 2021**

**Research & Development?** No

**Indirect Cost Rate:**

**Contact Information:**

Susan Brown,  
Division Administrator

Department of Administration  
Division of Energy, Housing & Community Resources  
101 E. Wilson Street  
Madison, WI 53707

Phone: 608-266-8234  
Susan.Brown@wisconsin.gov

**ATTACHMENT D****METHOD OF PAYMENT**

In order for the Grantee to be reimbursed for allowable expenses, program expenditures shall be invoiced only utilizing a template provided by the Division. The Division reserves the right to review invoices and supporting documentation. Should the Grantee sub-contract all or part of the activities identified herein, all provisions of the contract and its attachments shall be passed on to the sub-contractor.

Following the execution of this Agreement, payment shall be made in conformance with the following:

1. The Division shall not provide reimbursement if the maximum amount of the Agreement has been paid to the Grantee.
2. The Division reserves the right to reduce the award if the Grantee has not spent nor allocated funds.
3. Funds that have been advanced to the grantee, but not spent by the end of the Performance Period shall be returned to the Division.

Payments that exceed allowable costs incurred and paid by the Grantee pursuant to the terms of this Agreement, if outstanding at the expiration of this Agreement, shall be repaid to the Division within forty-five (45) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for current Agreement expenses.

The Grantee shall request funds through the Department. All Requests for Payments (invoices) must be submitted to the Division of Energy, Housing, and Community Resources Fiscal team for processing via [DOADEHCRFiscal@wisconsin.gov](mailto:DOADEHCRFiscal@wisconsin.gov).

## ATTACHMENT E

### REPORTING REQUIREMENTS

#### A. Report

The Grantee shall develop policies and procedures to comply with the fiscal and program reporting requirements of the Division as set forth in the attachments to this Agreement or as requested by the Division. Should the Grantee sub-contract all or part of the activities identified herein, all provisions of the contract and its attachments shall be passed on to the sub-contractor.

Reports shall be submitted to the Division no later than 10 days after the close of the quarter in accordance with the Act, as directed by the U.S. Department of the Treasury or as directed by the Division. The Division reserves the right to amend and require additional information or reports as needed.

In order to fulfill the quarterly reporting requirements under Section 501(g) (1) (A) through (F) of the Act and its ongoing monitoring and oversight responsibilities, the Grantee must develop policies and procedures to collect and retain records on the following:

- Address of the rental unit.
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord/renter and utility provider.
- Amount and percentage of monthly rent or rental arrearages covered by ERA assistance.
- Amount and percentage of separately-stated utility and home energy costs covered by ERA assistance.
- Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities, and home energy costs arrears) provided to each household.
- Amount of outstanding rental arrears for each household.
- Number of months of rental payments, number of months of rental arrearage payments, number of months of utility or home energy cost payments, number of months of utility or home energy cost arrearage payments for which ERA assistance is provided.
- Household income level disaggregated by:
  - does not exceed 30 percent of the area median income for the household;
  - exceeds 30 percent but does not exceed 50 percent of the area median income for the household;
  - exceeds 50 percent but does not exceed 80 percent of area median income for the household;
- Number of individuals in the household.
- Gender, race, and ethnicity for the primary applicant for assistance.
- Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

#### B. Fiscal Records

The Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Division.

The Grantee shall maintain a financial management system that complies with the rules and regulations required by the funding source described herein and with standards established by the Department of Administration to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other contracts, programs, and/or projects.

Records shall be maintained after final audit of the Agreement for a period of not less than five (5) years unless the program requirements are longer.

**ATTACHMENT F**  
**PROGRAM RULES**

The Grantee shall comply with the Program Rules as follows:

The Grantee may be subject to and liable for repayment if, as determined by the Division, the Grantee is found to be out of compliance with program policies, regulations, rules, or guidance. Should the Grantee sub-contract all or part of the activities identified herein, all provisions of the contract and its attachments shall be passed on to the sub-contractor.

**ALLOWABLE EXPENDITURES**

1. Expenditures shall be made in accordance with the provisions of this Agreement and in conformity with Title V Section 501 of the Consolidated Appropriations Act, 2021. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed.
2. The Grantee shall expend funds provided under this Agreement in conformance with the approved Budget.
3. The Grantee shall conform to all Program Administration, Program Requirements and Ongoing Administration provisions under Title V Section 501 of the Consolidated Appropriations Act, 2021, the U.S. Department of the Treasury, the U.S. Department of Housing and Urban Development and Wisconsin State Statute.

**PENALTIES:**

The Division may impose an administrative penalty in the amount of 0.27 percent of the administrative budget per day for violating policies and procedures referred to in this Agreement. This penalty shall be based on the accrued number of days the Grantee remains out of compliance, once notified. The penalty applies only to the administration portion of the budget (ATTACHMENT B.)

Prior to the imposition of such a penalty, a notice of potential administrative penalty shall be sent to the Grantee's authorized signatory. The penalty shall take effect twenty (20) days from the date of the notice unless the Grantee has provided written information documenting compliance to the Division of Energy, Housing & Community Resources.

A Grantee may appeal in writing to the Administrator of the Division within ten (10) working days of the imposition of the penalty. Penalties shall continue to accrue during the appeal period but shall not be taken until the completion of the appeal process. The Administrator or designee shall review the grounds for the penalty, as well as the Grantee's good faith efforts and plans for correction. A penalty may be dismissed, sustained, or suspended pending successful completion of a corrective action. The Administrator's decision shall be final.

**PERFORMANCE:**

Reviews shall be performed by the Grantee based on performance measures identified in the ERA Policy Manual.

**FRAUD PROCESS AND PREVENTION:**

The Grantee is responsible for preventing and correcting improper benefit issuance, establishing, and collecting repayments and determining which cases will be referred for further investigation to the fraud investigator and/or law enforcement for criminal prosecution.



**TRAINING**

The Grantee agrees to have all applicable staff attend all mandatory training provided by DEHCR.

**AGREEMENT ADMINISTRATION**

The Grantee shall administer the ERA according to the policy directives and goals of the Department, including but not limited to the following:

1. The Grantee shall submit all required reports to the Department prior to the release of final Administration and Service payments by the Department to the Grantee as described in the Attachments.
2. Information contained in customer records shall not be released without the knowledge and consent of the customer except for required reports or in cases of suspected fraud.
3. This Agreement and the activities performed in conjunction with it are included in the overall program evaluation of low-income programs established by the Department. As part of the evaluation effort, the Grantee shall provide the Department with access to records and documents related to the activities under this Agreement, and otherwise assist in the completion of the low-income programs' evaluation.

**ADVANCE FUNDS**

The Division shall advance funds to the Grantee at such a time as to meet the actual, immediate cash requirements of the Grantee in carrying out the purpose and the terms of this Agreement. Advance funds shall be expended only on direct program expenses. The release of funds by the Division shall be as close to the actual disbursements by the Grantee as administratively feasible. These funding advances may be reduced at any time during the period of the Agreement if the Grantee or the Division determines that such prepayments are in excess of the Grantee's reported expenses. Upon request by the Division, the Grantee shall provide documentation of its cash needs and/or written procedures that minimize the time elapsing between the advancement of funds and the disbursement by the Grantee.

The Grantee may be required, at Division's discretion, to submit accounting information with each monthly invoice demonstrating that advance funds have been expended solely on allowable program expenses.